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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

LINDA JACOB and
CHRISTOPHER WATSON,
individuals, on behalf of themselves,
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

PRIDE TRANSPORT, INC., a
Corporation; Does 1 through 50,
Inclusive,

Defendants.

CASE NO. 5:16-CV-06781-BLF

Assigned to: Hon. Beth Labson Freeman

~~PROPOSED~~ ORDER:

- (1) GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT; AND
- (2) ENTERING FINAL JUDGMENT

Judge: Hon. Beth Labson Freeman
Courtroom: 3 - 5th Floor

Hearing Date: February 22, 2018
Hearing Time: 1:30 p.m.

1 On February 22, 2018, the Court heard the motion by Plaintiffs Linda Jacob
2 and Christopher Watson (“Plaintiffs”) for final approval of their class settlement
3 (the “Settlement”). Having considered the Joint Stipulation of Class Action
4 Settlement and Release (the “Agreement”)¹ and all papers filed and proceedings
5 had here, the Court grants the motion for final approval and the motion for
6 attorneys’ fees and costs.

7 IT IS HEREBY ORDERED that:

8 1. The Parties have submitted their Settlement, which this Court
9 preliminarily approved by its Order dated October 17, 2017 (ECF 28) (the
10 “Preliminary Approval Order”). In accordance with the Preliminary Approval
11 Order, Class Members have been given notice of the terms of the Settlement and
12 the opportunity to comment on or object to it or to exclude themselves from its
13 provisions.

14 2. The Court has jurisdiction over this Action and the Settlement
15 pursuant to 28 U.S.C. sections 1132(a) and 1332(d).

16 3. In the Order dated October 17, 2017, this Court certified the Class for
17 settlement purposes, and now confirms certification of the Class, which is defined
18 as in the Agreement as: “All current and former truck drivers who are or were
19 employed as truck drivers by Defendant at any time during the period from May 31,
20 2012, to December 28, 2016, who performed any work in California and who were
21 paid on the basis of activity-based work.”

22 4. Pursuant to the Preliminary Approval Order, the Notice of Class
23 Action Settlement was sent to each class member by first-class mail. The Notice of
24 Class Action Settlement informed Class Members of the terms of the Settlement,
25 their right to receive a Settlement Payment, their right to comment on or object to
26 the Settlement and/or Class Counsel’s attorneys’ fees and costs, their right to elect

27 _____
28 ¹ Except as otherwise specified herein, for purposes of this Final Approval Order, the Court
adopts all defined terms set forth in the Agreement.

1 not to participate in the Settlement and pursue their own remedies, and their right to
2 appear in person or by counsel at the final approval hearing and be heard regarding
3 approval of the Settlement. Adequate periods of time were provided by each of
4 these procedures.

5 5. The Court finds and determines that this notice procedure afforded
6 adequate protections to class members and provides the basis for the Court to make
7 an informed decision regarding approval of the settlement based on the responses of
8 class members. The Court finds and determines that the notice provided in this case
9 was the best notice practicable, which satisfied the requirements of law and due
10 process.

11 6. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et*
12 *seq.* (“CAFA”), Defendant served upon the Attorney General of the United States
13 and the appropriate state official of each state in which a Class Member resides a
14 notice of the Settlement consisting of: a copy of the pleadings in this action; a
15 notice of the scheduled judicial hearings in this action; copies of the Settlement and
16 Notice of Class Action Settlement; and the names of Class Members who reside in
17 each state and the estimated proportionate share of the Class Members in each state
18 compared to the entire Settlement. The notice of Settlement also invited comment
19 on the Settlement. This Final Approval Order is not being issued earlier than ninety
20 days after the later of the dates on which the appropriate federal and state officials
21 were served with the notice of the Settlement. Accordingly, the Court finds that
22 Defendant has discharged its obligations under CAFA to provide notice to the
23 appropriate federal and state officials.

24 7. No Class Members filed written objections to the proposed settlement
25 as part of this notice process.

26 8. For the reasons stated in the Preliminary Approval Order, the Court
27 finds and determines that the terms of the Settlement are fair, reasonable and
28 adequate to the class and to each class member and that the class members who

1 have not opted out will be bound by the Settlement, that the Settlement is
2 ORDERED finally approved, and that all terms and provisions of the Settlement
3 should be and hereby are ORDERED to be consummated.

4 9. The Court finds and determines that the Settlement Payments to be
5 paid to the Class as provided for by the Settlement are fair and reasonable. The
6 Court HEREBY ORDERS the payment of those amounts be made to the Class in
7 accordance with the Agreement.

8 10. The Court finds and determines that payment to the California Labor
9 and Workforce Development Agency of \$3,562.50 as its share of the settlement of
10 civil penalties in this case is fair, reasonable, and appropriate. Plaintiffs have
11 provided notice of this Settlement to the California Labor and Workforce
12 Development Agency and no objection has been received in response. The Court
13 HEREBY ORDERS that the payment of that amount be paid out of the Gross
14 Settlement Amount in accordance with the Agreement.

15 11. The Court finds and determines that the fees and expenses of Simpluris
16 in administrating the settlement, in the amount of \$25,000, are fair and reasonable.
17 The Court HEREBY ORDERS that the payment of that amount be paid out of the
18 Gross Settlement Amount in accordance with the Agreement.

19 12. The Court finds and determines that the request by Plaintiffs and Class
20 Counsel for an award of the Enhancement Awards and the Class Counsel attorneys'
21 fees and costs are fair and reasonable. The Court HEREBY ORDERS that the
22 payment of the requested amounts be paid out of the Gross Settlement Amount in
23 accordance with the Agreement.

24 13. Nothing in this order shall preclude any action to enforce the Parties'
25 obligations under the Settlement or under this order, including the requirement that
26 Defendant make payment in accordance with the Agreement.

27 14. If, for any reason, the Settlement ultimately does not become Final (as
28 defined by the Settlement), this Final Approval Order will be vacated; the Parties

1 will return to their respective positions in this action as those positions existed
2 immediately before the Parties executed the Settlement; and nothing stated in the
3 Settlement or any other papers filed with this Court in connection with the
4 Settlement will be deemed an admission of any kind by any of the Parties or used as
5 evidence against, or over the objection of, any of the Parties for any purpose in this
6 action or in any other action.

7 15. The Parties entered into the Settlement solely for the purpose of
8 compromising and settling disputed claims. Defendant in no way admits any
9 violation of law or any liability whatsoever to Plaintiffs and the Class, individually
10 or collectively, all such liability being expressly denied by Defendant.

11 16. The Court HEREBY ENTERS FINAL JUDGMENT in this Action, as
12 defined in Rule 58(a)(1), Federal Rules of Civil Procedure.

13 17. Without affecting the finality of this Final Approval Order in any way,
14 the Court retains jurisdiction of all matters relating to the interpretation,
15 administration, implementation, effectuation and enforcement of this order and the
16 Settlement.

17 18. The Civil Action is HEREBY DISMISSED with prejudice. Except for
18 the one member of the Class (Gil Jose) who submitted a valid request for exclusion,
19 the Released Claims of the Class Members and the Plaintiffs are released in
20 accordance with the Agreement and these Class Members are barred from
21 prosecuting any of the Released Claims against any Released Parties.

22 19. The Parties are HEREBY ORDERED to comply with the terms of the
23 Agreement.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 Dated: _____

26 
27 HON. BETH LABSON FREEMAN
28 U.S. District Court Judge