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FILED
Superior Court of California
County of Los Angeles

05/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

THOMAS HARDWICK and CARA
NOONE, and on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

HOOVESTOL, INC., a Minnesota
corporation; 10 ROADS EXPRESS, LLC,
a Delaware Limited Liability Company;
and DOES 1 through 10, inclusive,
Defendants.

Case No. 20STCV19610

Assigned for All Purposes to:
Hon. William F. Highberger

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: ~~April~~ ¹⁶ 12, 2024
Time: 10:30 a.m.
Dept: 10

Complaint Filed: May 21, 2020
FAC Filed: November 15, 2023

1 The Court, having read and considered the papers filed in support of Plaintiffs' Motion For
2 Preliminary Approval of Class Action and PAGA Settlement, the proposed Notice of Proposed
3 Class Action and PAGA Settlement, and other documents, having considered the arguments of
4 counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED:**

5 1. The Class Action and PAGA Settlement Agreement (the "Settlement Agreement")
6 of Defendants Hoovestol, Inc. and 10 Roads Express, LLC ("Defendants") and Plaintiffs Thomas
7 Hardwick and Cara Noone ("Plaintiffs") (Defendants and Plaintiffs collectively known as the
8 "Parties") is preliminarily approved as the terms of the Settlement Agreement fall within the range
9 of approval as fair, adequate and reasonable. Based on a review of the papers submitted by
10 Plaintiffs, the Court finds that the Settlement is the result of arm's-length negotiations conducted
11 after Plaintiffs and their counsel adequately investigated the claims and become familiar with the
12 strengths and weaknesses of the claims. The assistance of an experienced mediator in the
13 Settlement process supports the Court's conclusion that the Settlement is non-collusive and
14 reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised
15 at the Final Fairness Hearing and Final Approval by this Court.

16 2. This Order incorporates by reference all defined terms set forth in the Settlement
17 Agreement, which is attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of
18 Plaintiffs' Motion For Preliminary Approval of Class Action and PAGA Settlement filed on March
19 22, 2024.

20 3. The following persons are provisionally certified as "the Class" or "Class
21 Members" for Settlement purposes only: "All persons employed by Defendants in California and
22 classified as a non-exempt employee who worked as a truck driver during the Class Period." Class
23 Members who opt-out of the Settlement will nonetheless be bound by the release of the PAGA
24 Released Claims, as defined in the Settlement Agreement, if they were employed by Defendants
25 during the PAGA Period.

26 4. The proposed Class satisfies the requirements for certification under California
27 Code of Civil Procedure section 382 because Class Members are readily ascertainable, and a well-
28 defined community of interest exists in the questions of law and fact affecting the Parties.

1 5. Plaintiff Thomas Hardwick is appointed as the Class and PAGA Representative.
2 Plaintiff Cara Noone is confirmed as a PAGA Representative. James R. Hawkins, Christina M.
3 Lucio, and Mitchell J. Murray of James Hawkins APLC are appointed as Class and PAGA Counsel.

4 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as
5 the best notice practicable. The proposed Court Approved Notice of Class Action Settlement and
6 Hearing Date for Final Court Approval ("Class Notice"), attached as Exhibit A to the Settlement
7 Agreement, is sufficient to inform Class Members of the terms of the Settlement Agreement, their
8 rights to receive monetary payments under the Settlement Agreement and the date and location of
9 the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably
10 informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of
11 Class Counsel, and essential terms of the Settlement; (2) Plaintiffs' and Class Counsel's
12 applications for the Plaintiffs service payments, and Class Counsel's request for attorneys' fees and
13 litigation costs; (3) a formula used to determine the Class Member's estimated payment; (4) Class
14 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
15 submit a request for exclusion from the settlement if a Class Member wishes to do so; and (6) how
16 to obtain additional information regarding the action and the Settlement. (California Rule of Court
17 3.766.) The Court finds that the notice requirements of California Rule of Court 3.769, subd. (f)
18 are satisfied, and that the Class Notice adequately advises Class Members of their rights under the
19 Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class
20 Notice and make clarifications, to the extent the same are found or needed, so long as such
21 corrections do not materially alter the substance of the Class Notice and other notice documents.

22 7. The Court preliminarily approves the settlement of claims under the California
23 Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")
24 according to the terms and conditions in the Settlement Agreement. The Court also finds that notice
25 was provided to the California Labor and Workforce Development Agency ("LWDA"). Class
26 Counsel are ordered to provide notice of the Settlement to the LWDA.

27 8. ILYM Group, Inc. is appointed to act as the Settlement Administrator, pursuant to
28 the terms set forth in the Settlement Agreement. The Settlement Administrator is ordered to carry

1 out the Settlement according to the terms of the Settlement Agreement and in conformity with this
2 Order, including disseminating the Class Notice according to the notice plan described in the
3 Settlement Agreement.

4 9. The procedures and 60-day deadline for Class Members to request exclusion from
5 or to object to the Settlement are adopted as described in the Settlement Agreement. Any Class
6 Member who intends to object to final approval of the Settlement must submit an objection to the
7 Settlement Administrator by mail in accordance with the Settlement Agreement. Any opposition
8 or reply to an objection or the motion for final approval will be due according to Code of Civil
9 Procedure section 1005.

10 10. The Parties are ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 11. A final approval hearing will be held on ~~FEB 24~~, at ~~10:00 A.M.~~
13 ~~a.m./p.m.~~, to determine whether the Settlement Agreement should be granted final approval as fair,
14 reasonable, and adequate as to the Settlement Class Members. The Court reserves the right to
15 continue the date of the final approval hearing without further notice to the Class Members. The
16 Court retains jurisdiction to consider all further applications arising out of or in connection with the
17 Settlement Agreement.

18 12. The Motion for Final Approval of the Settlement Agreement, including requests to
19 approve the Plaintiffs Class Representative Service Payment award and Class Counsel's request for
20 attorneys' fees and costs, shall be filed and served no later than 16 court days before the final
21 approval hearing.

22 13. In the event the Settlement is not fully and finally approved, or otherwise does not
23 become effective in accordance with the terms of the Settlement Agreement, this Order shall be
24 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions
25 as of before entering into the Settlement Agreement. If the Settlement does not become final for
26 any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances,
27 proceedings and documents related to the proposed settlement and shall have no bearing on, and
28

1 will not be admissible in connection with litigation, whether through issue preclusion or estoppel
2 or otherwise.

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4 **IT IS SO ORDERED.**

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6 Dated: 05/29/2024



HON. WILLIAM F. HIGHBERGER