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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 22 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MICHAEL ANDERSON, an individual, the
State of California, as a private attorney
general, and on behalf of all persons
similarly situated,

PLAINTIFF,

v.

R.F. WHITE CO., INC. dba WP TANK
LINES, a California Company; and DOES 1
to 100, inclusive,

DEFENDANTS

Case Number: CIV-DS-2018670

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 5, 2023
Time: 1:30 p.m.
Dept.: S-26
Judge: Hon. Joseph T. Ortiz
Complaint Filed: September 11, 2020
FAC Filed: September 13, 2021
SAC Filed: December 23, 2021
Trial Date: None Set

1 This matter having come for hearing on May 8, 2023, regarding Plaintiff Michael
2 Anderson's ("Plaintiff") unopposed *Motion for Final Approval of Class Action Settlement* (the
3 "Motion") on the terms set forth in the *Settlement Agreement and Release of Class Action* (the
4 "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and
5 adequate notice having been given to Class Members (as defined in the Settlement Agreement and
6 the Motion), and having considered the Settlement Agreement, all of the legal authorities and
7 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
8 written comments received regarding the Settlement Agreement, and having reviewed the record in
9 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement
10 Agreement and orders and makes the following findings and determinations and enters final
11 judgment as follows:

- 12 1. The Court grants Plaintiff leave file the overlength brief attached to the Motion.
- 13 2. All terms used in this order shall have the same meanings given as those terms are
14 used and/or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement
15 Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for*
16 *Final Approval of Class Action Settlement* as **Exhibit A** and is made a part of this order.
- 17 3. The Court has personal jurisdiction over Plaintiff and Defendant R.F. White Co.
18 ("Defendant") (collectively, the "Parties") to this litigation and subject matter jurisdiction to
19 approve this Settlement Agreement and all exhibits thereto.
- 20 4. For settlement purposes only, the Court finally certifies the Class, as defined in the
21 Motion and the Settlement Agreement and as follows: "*All California residents who are or were*
22 *employed by Defendants as truck drivers or in any similar capacity, and who worked at least one*
23 *shift in California between September 11, 2016, and June 30, 2022.*" The Court deems this definition
24 sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose
25 of effectuating the Settlement Agreement.
- 26 5. The Court finds that an ascertainable class of 156 class members exists and a well-
27 defined community of interest exists on the questions of law and fact involved because in the context
28 of the Settlement Agreement: (i) all related matters, predominate over any individual questions;

1 (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
2 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have
3 fairly and adequately represented and protected the interest of the Class Members.

4 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
5 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
6 with California Rule of Court 3.766. The Class Notice informed 156 prospective Class Members of
7 the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their
8 settlement share, their rights to submit a request for exclusion, their rights to comment on or object
9 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
10 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
11 and to act were provided by each of these procedures. No Class Members filed written objection to
12 the Settlement as part of this notice process, no Class Members appeared at the Final Approval and
13 Fairness Hearing, and no individuals submitted requests for exclusion

14 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
15 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
16 compliant with all applicable requirements of the California Code of Civil Procedure, the California
17 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
18 and any other applicable law, and in the best interests of each of the Parties and Class Members.

19 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
20 terms and declares the Settlement Agreement to be binding on all Class Members.

21 9. The Court finds that the Settlement Agreement has been reached as a result of
22 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
23 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
24 their respective positions.

25 10. The Court also finds that the Settlement Agreement will avoid additional and
26 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
27 litigate the case. Additionally, after considering the monetary recovery provided as part of the
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1 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
2 that Class Counsel secured significant relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant.

5 12. The Court appoints Plaintiff Michael Anderson as Class Representative and finds
6 him to be adequate.

7 13. The Court appoints Jonathan Melmed, Megan E. Ross, and Hannah Becker of
8 Melmed Law Group P.C. as Class Counsel and finds each of them to be adequate, experienced, and
9 well-versed in class action litigation.

10 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$275,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
12 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
13 Settlement Agreement, subject to this order.

14 15. The Court approves the following allocations, which fall within the ranges stipulated
15 by and through the Settlement Agreement:

16 A. The Court awards \$10,000.00 to ILYM Group, Inc., the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of
18 it and orders the Parties to make the payment to the Settlement Administrator in accordance with
19 the Settlement Agreement.

20 B. The Court awards \$91,657.50 to Plaintiff's counsel as attorneys' fees and
21 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court
22 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in
23 accordance with the Settlement Agreement.

24 C. The Court awards \$12,292.66 in litigation costs, an amount which the Court
25 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders
26 the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with
27 the Settlement Agreement.

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1 D. The Court awards \$10,000.00 to the class representative as payment
2 requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final
3 approval of, and orders the class representative payment to be made in accordance with the
4 Settlement Agreement.

5 E. The Court approves the \$7,000.00 allocation for penalties under the Labor
6 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$5,250.00) to be paid
7 to the California Labor and Workforce Development Agency in accordance with the terms of the
8 Settlement Agreement and the remainder to the Aggrieved Employees.

9 16. The Court orders the Parties to comply with and carry out all terms and provisions
10 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
11 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

12 17. Nothing in the Settlement Agreement or this order purports to extinguish or waive
13 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
14 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
15 other case without limitation.

16 18. All Class Members who did not request exclusion from the Settlement shall be bound
17 by the Settlement and this order, including the release of claims as set forth in the Settlement
18 Agreement.

19 19. The Parties shall bear their own respective attorneys' fees and costs except as
20 otherwise provided in this order and the Settlement Agreement.

21 20. All checks mailed to the Class Members must be cashed within one hundred and
22 eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
23 the Settlement Administrator shall submit such funds to the California State Controller for deposit
24 in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The Court
25 finds that this meets the requirements of Code of Civil Procedure section 384.

26 21. Within seven days of this order, the Settlement Administrator shall give notice of
27 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
28 posting a copy of this order and final judgment on its website.

1 22. The Court retains continuing jurisdiction over the Action and the Settlement,
2 including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes
3 of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable
5 law.

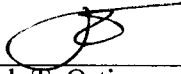
6 23. Plaintiff shall file with the Court a report regarding the status of distribution within
7 180 days after all funds have been distributed.

8 24. This final judgment is intended to be a final disposition of the above-captioned action
9 in its entirety and is intended to be immediately appealable. This final judgment resolves and
10 extinguishes all claims released by the Settlement Agreement against Defendant.

11 25. The Court hereby sets a hearing date of Dec. 18 23 at ^{8:30 P}~~8:00~~ pm/am for
12 a hearing on the final accounting and distribution of the settlement funds.

13 **IT IS SO ORDERED.**

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15 Dated: 6/21/23

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18 Hon. Joseph T. Ortiz
19 Judge of the Superior Court, San Bernardino
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