

FILED / ENDORSED
MAR 18 2024
By T. Shaddix, Deputy Clerk

1 Mark E. Burton Jr. (SBN 178400)
2 Thom E. Smith (SBN 203362)
3 AUDET & PARTNERS, LLP
4 711 Van Ness Avenue, Suite 500
5 San Francisco, CA 94102
6 Telephone: (415) 568-2555
7 Facsimile: (415) 568-2556
8 mburton@audetlaw.com
9 tsmith@audetlaw.com 0200

7 *Attorneys for Plaintiff James Gassy*
8 *and Brian Mohamed individually,*
9 *and on behalf of all other similarly situated*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**
11 **UNLIMITED JURISDICTION**

11 JAMES GASSY and BRIAN MOHAMED
12 individually, and on behalf of all other
13 similarly situated,

14 Plaintiff,

15 v.

16 CAPITAL EXPRESS LINES, INC., a
17 California Corporation; GURDIP SAMRA, a
18 natural person; and DOES 1-20,

19 Defendants.

Case No. 34-2019-00247764

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Dept: 23
Date: February 9, 2024
Time: 9:00 am

**ASSIGNED FOR ALL PURPOSES TO
HON. JILL H. TALLEY, DEPT. 23**

Date Filed: 10/1/18
First Amended Complaint Filed: 10/31/18
Second Amended Complaint Filed: 9/14/22
Trial Date: 11/27/23

Sacramento Sup. Ct. # 34-2019-00247764

1 On October 24, 2023, Plaintiffs James Gassy and Brian Mohamed, individually and on
2 behalf of the Class, and Defendants Capital Express Lines, Inc. and Gurdip Samra, agreed –
3 subject to final approval following notice to the Class and hearing – to settle the damage portion
4 of this Action upon the terms and conditions set forth in the Parties’ Class Action Settlement
5 Agreement (“Settlement Agreement”), and the written settlement is filed with the Court with this
6 motion. The Class Settlement does not include attorney’s fees and costs, as the parties agreed to
7 continue settlement discussion on that issue, separately.

8 A preliminary hearing was held before this Court on February 9, 2023, for the purpose of,
9 among other things, determining whether the terms of the Settlement Agreement are within the
10 range of possible approval at the Final Approval hearing. The Court, having reviewed the papers
11 and documents presented, having heard the statements of counsel, and having considered the
12 matter, makes the following findings and rulings:

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 14 1. The Court finds the Settlement Agreement was entered into through an arms-length, non-
15 collusive manner, by experienced counsel following sufficient discovery and investigation, and
16 only after serious negotiations including a formal mediation sessions.
17
18 2. Subject to further consideration by the Court at the time of the Final Approval Hearing,
19 the Court preliminarily approves the Settlement Agreement as fair, reasonable and adequate and
20 meriting Notice to the proposed Class for consideration.
21
22 3. The Court approves GPT Group, 50 Corporate Park, Irvine CA 92606 as Claims
23 Administrator. The Claims Administrator shall administer the Notice plan and Settlement in
24 accordance with the terms set forth in the Class Settlement and performs the functions set forth
25 therein. Defendants are responsible for class administration fees.
26
27 4. Within fourteen (14) calendar days of the entry of this Order, the Claims Administrator
28 will send via mail and/or email the Notice, substantially in the form of Exhibit B attached to the

1 Declaration of Mark E. Burton Jr. in Support of Ex Parte Motion for Preliminary Approval of
2 Class Action Settlement and Incentive Award Payment. (The Notice is attached hereto as
3 Exhibit A.) The Court finds that the Notice accurately informs the Class Members of all material
4 elements of the Class Settlement and of each Class Member's right and opportunity to object to
5 the Settlement.
6

7 5. The Court approves the proposed procedure, as set forth in the Settlement Agreement, for
8 the Class Members to submit an objection to the Settlement. Any Class Member objecting to the
9 settlement must send a Notice of Objection within forty-five (45) days of when the Notice was
10 sent and may appear at the final approval hearing. The statement must contain the name, address
11 and telephone number of the Class Member to be valid. It must also contain the words "I object to
12 the settlement in *Gassy v. Capitol Express Lines, Inc., et al.*," and set forth the legal and factual
13 basis for the objection. Class Members who fail to make objections in the manner specified
14 herein shall be deemed to have waived any objections and shall be foreclosed from making any
15 objection (whether by appeal or otherwise) to the Agreement. Class members may still appear
16 and object at the final approval hearing.
17

18 6. The Claims Administrator shall stamp on the original objection the date it was received,
19 and shall send copies of each objection to Class Counsel and Defendants' Counsel by email not
20 later than two (2) business days after receipt thereof. Class Counsel shall file the objections with
21 the Clerk of Court within three (3) days after the end of the Objections Period.
22

23 7. The parties have agreed and the Court orders that settlement checks will be valid for 120
24 days from date of issue.

25 8. On or before June 3, 2024, which shall be at approximately fourteen (14) days after the
26 close of the objection period, Plaintiffs will file a Motion for Final Approval and Judgment,
27

1 including a request for distribution of the settlement fund to Class Members, for payment of the
2 Claims Administrator costs, for payment of incentive awards to the Class Representatives for
3 their service to their class. Plaintiffs may also file a motion for attorney fees and costs for
4 hearing on June 28, 2024.

and motion for attorney's fees.

5
6 9. The Final Approval Hearing shall be held on June 28, 2024 at 9:00 a.m. in Dept. 23 of
7 this Court. The Hearing may be postponed upon motion of any party or stipulation of the parties,
8 and the Court may for good cause, extend any deadlines set forth in this Order without further
9 notice to Class Members.

10 10. In the event, that Final Approval is not granted for any reason, or if the Settlement
11 Agreement is terminated pursuant to its terms, then the actions taken in connection therewith,
12 including but not limited to entry of this Order, shall become null and void and of no force and
13 effect, and shall not be used or referred to for any purpose whatsoever.

14
15 11. With the exception of any proceedings which are necessary to implement, effectuate and
16 grant Final Approval of the Settlement Agreement, all proceedings in this Action are stayed until
17 further order of this Court.

18 **IT IS SO ORDERED.**

19
20 Dated: 3/18/24



21 *Jill Talley*
22 Honorable Jill H. Talley
23
24
25
26
27
28