

1 **COHELAN KHOURY & SINGER**
Michael D. Singer, Esq. (SBN 115301)
2 Email: msinger@ckslaw.com
Diana M. Khoury (SBN 128643)
3 Email: dkhoury@ckslaw.com
Kristina De La Rosa, Esq. (SBN 279821)
4 Email: kdelarosa@ckslaw.com
605 C Street, Suite 200
5 San Diego, CA 92101
Tel: (619) 595-3001
6 Fax: (619) 595-3000
Attorneys for Plaintiff RICHARD SNOW
7 [Additional Counsel Listed on Next Page]

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

MAR 25 2021

BY 
CHRISTIAN HERNANDEZ, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

9 RICHARD SNOW, individually and on
10 behalf of others similarly-situated and
aggrieved employees,

11 Plaintiff,

12 vs.

13 WATKINS AND SHEPARD TRUCKING,
INC., a Montana Corporation; and DOES 1
14 through 10, inclusive,

15 Defendants.

16 ALLAN ORTEGA, on behalf of himself, all
17 others similarly situated and on behalf of the
general public,

18 Plaintiff,

19 vs.

20 WATKINS AND SHEPARD TRUCKING,
INC.; and DOES 1 through 100, inclusive,

21 Defendants.

22 WILLIE GERMANY, an individual, on
23 behalf of himself and others similarly situated,

24 Plaintiff,

25 vs.

26 WATKINS AND SHEPARD TRUCKING,
INC.; SCHNEIDER NATIONAL
CARRIERS, INC.; and DOES 1 thru 50,
27 inclusive,

28 Defendants.

[PROPOSED] COORDINATED CASES
CASE NO. CIVDS1823509
CASE NO. CIVDS1826457
CASE NO. CIVDS1929857

[All Assigned to Hon. David Cohn, Dept. S26]

CLASS ACTION AND
REPRESENTATIVE ACTION

[UNOPPOSED]

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE AND SETTING OF
FINAL FAIRNESS HEARING DATE**

Date: March 23, 2021
Time: 10:00 a.m.
Dept: S26
Judge: Hon. David Cohn

1 **MARA LAW FIRM PC**
David Mara, Esq. (SBN 230498)
2 E-mail: dmara@maralawfirm.com
Matthew Crawford, Esq. (SBN 310230)
3 E-mail: mcrawford@maralawfirm.com
2650 Camino Del Rio North, Suite 205
4 San Diego, CA 92108
Tel: 619.234.2833
5 Fax: 619.234.4048

6 Attorneys for Plaintiff ALLAN ORTEGA

7 **KINGSLEY & KINGSLEY, APC**
8 Eric B. Kingsley, Esq. (SBN 185123)
Email: eric@kingsleykingsley.com
9 Liane Katzenstein Ly, Esq. (SBN 259230)
Email: liane@kingsleykingsley.com
10 Ari J. Stiller, Esq. (SBN 294676)
Email: ari@kingsleykingsley.com
11 16133 Ventura Blvd., Suite 1200
Encino, CA 91436
12 Tel: (818) 990-8300
Fax: (818) 990-2903

13 Attorneys for Plaintiff WILLIE GERMANY
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This matter came on for hearing on March 23, 2021 in Department S-26 of the above-
2 captioned Court on Plaintiffs' Unopposed Motion for Order Granting Preliminary Approval of Class
3 Action Settlement ("Settlement Motion"). Having fully reviewed the Motion, the supporting
4 memorandum of Points and Authorities, Declarations of Class Counsel Michael D. Singer, David
5 Mara, and Eric B. Kingsley, Declaration for CPT Group, Inc., Declarations of Plaintiffs Richard
6 Snow, Allan Ortega, and Willie Germany, the Stipulation for Settlement and Release of Class and
7 Representative Action Claims ("Agreement") attached as Exhibit 1 to Declaration of Michael D.
8 Singer and the proposed Notices of Class Action Settlement ("Notice") attached to the Settlement
9 Agreement as Exhibits B, C and D (collectively, "Notice Packets"), having carefully analyzed the
10 Settlement Agreement and the Notice Packets, and in recognition of the Court's duty to make a
11 preliminary determination as to the reasonableness of any proposed class action settlement, and if
12 preliminarily determined to be reasonable, to ensure proper notice is provided to all Class Members
13 in accordance with due process requirements, and to set a Final Approval Hearing to consider the
14 good faith, fairness, adequacy and reasonableness of the proposed Settlement, THE COURT MAKES
15 THE FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court, for settlement purposed only, consolidates the cases of (1) *Snow et al. v.*
17 *Watkins and Shepard Trucking, Inc. and DOES 1 through 10, inclusive*, Superior Court of the State
18 of California in and for the County of San Bernardino, Case No. CIVDS1823509; (2) *Ortega et al. v.*
19 *Watkins and Shepard Trucking, Inc., and DOES 1-100, inclusive*, Superior Court of the State of
20 California in and for the County of San Bernardino, Case No. CIVDS1826457; and (3) *Germany et*
21 *al. v. Watkins and Shepard Trucking, Inc., Schneider National Carriers, Inc., and DOES 1 through*
22 *50, inclusive*, Superior Court of the State of California in and for the County of San Bernardino, Case
23 No. CIVDS1929857. The *Snow* action shall be deemed the lead case.

24 2. For the respective settlements in the *Snow* Action, *Ortega* Action, and *Germany*
25 Action, the Court conditionally finds, for the purposes of approving this settlement only, the proposed
26 Class meets the requirements for certification under section 382 of the California Code of Civil
27 Procedure: (a) the proposed Class is ascertainable and so numerous joinder of all members of the
28 Class is impracticable; (b) there are questions of law or fact common to the proposed Class, and a

1 well-defined community of interest among members of the proposed Class with respect to the subject
2 matter of the class action; (c) the claims of the Class Representative are typical of the claims of the
3 members of the proposed Class; (d) the Class Representative has and will fairly and adequately
4 protect the interests of the Members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy in the context of settlement; and (f) counsel
6 of record for the Plaintiff/Class Representative are qualified to serve as counsel for him as well as in
7 his representative capacity and for the Class.

8 3. The Court finds on a preliminary basis the Settlement Agreement, attached to the
9 Declaration of Michael D. Singer as Exhibit 1, incorporated by this reference in full, and made a part
10 of this Order of preliminary approval, appears to be within the range of reasonableness of a settlement
11 which could ultimately be given final approval by this Court.

12 4. It appears to the Court on a preliminary basis: (a) the non-reversionary Gross
13 Settlement Funds in the *Snow* Action, *Ortega* Action, and *Germany* Action are fair and reasonable to
14 Class Members when balanced against the probable outcome of further litigation relating to class
15 certification, liability and damages issues, and potential appeals; (b) significant investigation,
16 research, and informal discovery, have been conducted such that counsel for the Parties are able to
17 reasonably evaluate their respective positions; (c) settlement at this time will avoid substantial costs,
18 delay, and risks presented by further prosecution of the litigation; and (d) the proposed Settlement
19 was reached through intensive, serious, and non-collusive negotiations facilitated by an experienced
20 mediator.

21 5. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
22 Approval of Class Action Settlement is GRANTED, and the Court incorporates the Settlement
23 Agreement.

24 6. For purposes of this Settlement, the *Snow* Settlement Class consists of:

25 “all individuals currently or formerly employed by Defendant as drivers who are
26 or were paid on a “piece rate” and/or a rate-per-mile basis for work performed for
27 Defendant while working in the State of California from September 7, 2014
28 through March 2, 2020 (the “Snow Settlement Class Period”), but expressly
 excluding therefrom any individuals who, as of the date of preliminary approval
 of the settlement, have filed their own separate action as a named plaintiff
 alleging the same or similar claims being released by the settlement and/or who

1 has previously released all claims against Defendant being settled and released
2 by this Agreement.”

3 7. For purposes of this Settlement, the *Ortega* Settlement Class consists of:

4 “all individuals who are or have been employed by Defendant in the State of
5 California as non-exempt, hourly, non-piece-rate-paid employees, including
6 warehouse workers, lead warehouse workers, forklift operators, freight handlers,
7 loaders, unloaders, clerical and office workers and/or exempt or non-exempt
8 hourly-paid drivers, from October 10, 2014 through March 2, 2020 (the “Ortega
9 Settlement Class Period”), but expressly excluding therefrom any individual who,
as of the date of preliminary approval of the settlement, have filed their own
separate action as a named plaintiff alleging the same or similar claims being
released by the settlement and/or who has previously released all claims against
Defendant being settled and released by this Agreement.”

10 8. For purposes of this Settlement, the *Germany* Settlement Class consists of:

11 “all individuals who were employed by Defendant in the State of California who
12 were terminated or “laid off” from employment pursuant to a reduction in force
13 process under the California or Federal WARN Acts on or within thirty (30) days
14 of August 23, 2019 (the “Germany Settlement Class Period”) and who did not
15 sign a severance or release agreement with Defendant, expressly excluding
16 therefrom any individuals who, as of the date of preliminary approval of the
settlement, have filed their own separate action as a named plaintiff alleging the
same or similar claims being released by the settlement and/or who has previously
released all claims against Defendant being settled and released by this
Agreement.”

17 9. The Court further finds the proposed Notice Packets fairly and adequately advises
18 Class Members of (a) pendency of the Class Action Settlement; (b) conditional Class certification for
19 settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date,
20 time and place of the Final Approval Hearing; (e) the terms of the proposed Settlement and the
21 benefits available to Class Members under the Settlement; (f) their right to receive a proportionate
22 share of the Net Settlement Value without the need to return a claim form; (g) their right to request
23 exclusion, and the procedures and deadline for doing so; (h) their right to object to the Settlement,
24 and the procedure and deadline for doing so; and (i) their right to file documents in opposition to the
25 Settlement, and appear at the Hearing.

26 10. The Court further finds the proposed Notice Packets provide the best practicable
27 notice to the Class and clearly comports with all constitutional requirements, including those of due
28 process. Accordingly, good cause appearing, the Court APPROVES the Notice Packets.

1 11. The Court further finds that mailing of the Notice Packets to the last known address
2 of all Class Members with measures taken for verification of an address and skip tracing of bad
3 addresses, as specifically described within the Agreement, constitutes an effective method of
4 notifying Class Members of their rights with respect to the class action and the Settlement.
5 Accordingly, it is ORDERED that:

6 A. CPT Group, Inc. ("CPT") be appointed the Settlement Administrator to
7 administer the Settlements of these matters as more specifically set forth in the Settlement Agreement;

8 B. Cohelan, Khoury & Singer and Lebe Law, APC be appointed as Class Counsel
9 in the *Snow* Action;

10 C. Plaintiff Richard Snow be preliminarily appointed as the Class Representative
11 in the *Snow* Action;

12 D. Mara Law Firm PC be appointed as Class Counsel in the *Ortega* Action;

13 E. Plaintiff Allan Ortega be preliminarily appointed as the Class Representative
14 in the *Ortega* Action;

15 F. Kingsley & Kingsley, APC be appointed as Class Counsel in the *Germany*
16 Action;

17 G. Plaintiff Willie Germany be preliminarily appointed as the Class
18 Representative in the *Germany* Action;

19 H. Within thirty (30) calendar days (or, if that date falls on a weekend or holiday,
20 the next business day) after the date the Court grants preliminary approval of the Settlement
21 Agreement, a "Class List" to the Settlement Administrator for each of the Settlement Classes. Each
22 Class List shall include the following information about each member of the Settlement Classes in an
23 electronic format: (1) First and last name; (2) Last known home address as reflected in Defendant's
24 personnel records; (3) Last known telephone number as reflected in Defendant's personnel records
25 (if any); (4) Social Security Number; (5) Hire dates of record with Defendant; (6) Termination dates
26 of record with Defendant, if applicable; and (7) Number of workweeks employed by Defendant
27 during the applicable Settlement Class Period based on Defendant's records.

28 ///

1 I. Within ten (10) business days after its receipt of the Class List for each
2 Settlement Class, the Settlement Administrator will send to all members of the Settlement Classes,
3 by first-class mail, at their most current address of record or such other address as located by the
4 Settlement Administrator, the court-approved Notices of Class Action Settlement as applicable to
5 their respective Settlement Class in the form attached to the Settlement Agreement as Exhibits B, C
6 and/or D, respectively.

7 J. On or before forty-five (45) calendar days from the date the Settlement
8 Administrator first mails the Notice Packets to Class Members (or, if the 45th day falls on a Sunday
9 or holiday, the next business day that is not a Sunday or holiday), Class Members who wish to exclude
10 themselves from the Class must submit a written request for exclusion in the manner set forth in the
11 Class Notice. Class Members who have excluded themselves from the Settlement may not speak at
12 the Final Approval Hearing.

13 K. On or before forty-five (45) calendar days from the date the Settlement
14 Administrator first mails the Notice Packets to Class Members (or, if the 45th day falls on a Sunday
15 or holiday, the next business day that is not a Sunday or holiday), Class Member who desires to object
16 to the proposed Settlement, including the request for attorneys' fees, expenses, or service award to
17 the Plaintiff/Class Representative, may send a written notice of objection in the manner set forth in
18 the Class Notice.

19 L. On or before forty-five (45) calendar days from the date the Settlement
20 Administrator first mails the Notice Packets to Class Members (or, if the 45th day falls on a Sunday
21 or holiday, the next business day that is not a Sunday or holiday), Class Members who wish to dispute
22 the information upon which their Settlement Payment will be calculated must postmark and return to
23 the Settlement Administrator an explanation in writing describing why he or she believes the
24 information is wrong, along with any supporting information and/or documentation as described in
25 the Class Notice.

26 12. Plaintiffs are granted leave to file a Consolidated Complaint in the form attached as
27 Exhibit A to the Settlement Agreement. Plaintiffs shall file and serve the Consolidated Complaint
28 within ten (10) court days of entry of this Order. In addition, Plaintiffs will each prepare and send to

1 the LWDA an amended or original PAGA notice letter in support of the PAGA claims alleged in
2 Consolidated Complaint in a form acceptable to Defendant, and, to the extent such PAGA notice
3 would otherwise be time-barred, Defendant waives that defense for purposes of this Settlement
4 Agreement only. For purposes of the settlement, Defendant will be deemed to have generally denied
5 the allegations of the Consolidated Complaint without the need to file and serve an Answer thereto.
6 Should the Settlement set forth in the Settlement Agreement not become final for any reason, then
7 the Consolidated Complaint and PAGA notice letters described above will be deemed void *ab initio*
8 and/or deemed stricken without further order of the Court.

9 13. IT IS FURTHER ORDERED that, the Parties' Stipulation to correct typographical
10 errors in Paragraph 17(c) of the Agreement shall be and hereby is GRANTED, said paragraph shall
11 be and hereby is deemed amended and corrected to read as follows:

12 c. The Germany Gross Settlement Fund: The agreed upon total amount
13 in full and final settlement of the Released Claims (as defined below) of the
14 Germany Settlement Class is One Hundred Forty-Five Thousand Dollars
15 (\$145,000.00) (the "Germany GSF"). The Germany GSF is inclusive of all
16 payments to be made in settlement of the Action to Germany, the LWDA, all
17 Germany Settlement Class Members, and their counsel for individual, private
18 attorney general, and class-wide relief. None of the Germany GSF will be
19 payable by Defendant prior to final approval by the Court of the settlement,
20 occurrence of the Effective Date of the settlement as defined below, and the
21 occurrence of all other conditions precedent as set forth in this Agreement as
22 approved by the Court, provided all such conditions occur prior to the Effective
23 Date.

24 14. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
25 the undersigned at 10:00 a.m. on August 4, 2021 in Department S-26 of the Superior Court of
26 California, County of San Bernardino, located at 247 West Third Street, San Bernardino, California
27 92415-0210 to consider the fairness, adequacy, and reasonableness of the proposed Settlement
28 preliminarily approved by this Order of Preliminary Approval, and to consider the application for a

1 Service Payment Awards to the Class Representatives, Settlement Administrator expenses, and for
2 Class Counsel's attorneys' fees and litigation expenses incurred.

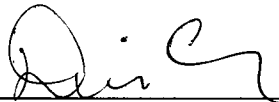
3 15. IT IS FURTHER ORDERED that if for any reason the Court does not execute and
4 file an Order Granting Final Approval, or if the Effective Date, as defined in the Settlement
5 Agreement, does not occur for any reason whatsoever, the Settlement Agreement and the proposed
6 Settlement that is the subject of this Order, and all evidence and proceedings had in connection
7 therewith, shall be restored without prejudice to the status quo ante as more specifically set forth in
8 the Settlement Agreement.

9 16. IT IS FURTHER ORDERED that pending further order of this Court, all proceedings
10 in this matter, except those contemplated by this Order and in the Settlement Agreement are stayed.

11 17. The Court expressly reserves the right to adjourn or continue the Final Approval
12 Hearing from time to time without further notice to Class Members. However, if written objections
13 are submitted, Class Counsel shall notify such objecting Class Members of the new date and time set
14 for the Final Approval Hearing.

15 IT IS SO ORDERED.

16 Date: 3/25/21



The Honorable David Cohn
Judge of the Superior Court

17
18
19
20
21
22
23
24
25
26
27
28