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

BLAIR WOODS and KENNETH JACKSON,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

vs.

JUST IN TIME CARGO INC., a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CIVDS 2000750
*[Assigned to Hon. Judge David Cohn, Dept
S26 for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO THE
CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

1 Having considered the Class Action Settlement Agreement (“Settlement Agreement”),
2 the Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval
3 of Class Action Settlement, all documents and legal authorities in support thereof, and for good
4 cause appearing therefor, IT IS HEREBY ORDERED:

5 1. The Court grants preliminary approval of the Settlement based upon the terms set
6 forth in the Settlement Agreement. The settlement appears to be fair, adequate and reasonable to
7 the Class. Based on a review of the papers submitted by Plaintiffs, the Court finds that the
8 Settlement is the result of arms-length negotiations conducted after Class Counsel had
9 adequately investigated the claims and become familiar with the strengths and weaknesses of the
10 claims. The assistance of an experienced mediator in the Settlement process supports the Court's
11 conclusion that the Settlement is non-collusive.

12 2. For settlement purposes only, the Court conditionally certifies the following
13 Class: all current and former truck drivers who performed services for Defendant Just In Time
14 Cargo Inc. in the State of California and who were classified by Defendants as independent
15 contractors during the Class Period of January 10, 2016, through the Preliminary Approval Date.

16 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: all
17 current and former truck drivers who performed services for Defendant Just In Time Cargo Inc.
18 in the State of California and who were classified by Defendants as independent contractors
19 during the PAGA Period of January 10, 2019, through the Preliminary Approval Date.

20 4. Under the Settlement, \$20,000 will be allocated to PAGA Penalties to pay to the
21 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
22 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as
23 well as the individual PAGA payment allocated to each Aggrieved Employee. Of this amount,
24 \$15,000 (75%) will be paid to the California Labor Workforce Development Agency
25 (“LWDA”) in satisfaction of the claims for penalties under PAGA, and the remaining \$5,000
26 (25%) will be paid to Aggrieved Employees on a Work Week basis. Any Aggrieved Employee
27 who timely requests exclusion from the Settlement will still receive a share of PAGA Penalties.

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1 5. The Court has determined that sufficient evidence has been presented to grant
2 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively
3 valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a
4 final determination at the Final Approval Hearing.

5 6. For settlement purposes only, Plaintiffs Blair Woods and Kenneth Jackson are
6 appointed as the class representatives, and Brian Mankin and Peter Carlson of Lauby Mankin
7 Lauby LLP are appointed as Class Counsel.

8 7. The Court approves, as to form and content, the Class Notice (attached as
9 “Exhibit B” to the Declaration of Brian Mankin in Support of Plaintiff’s Motion for Preliminary
10 Approval of Class Action Settlement) and finds that the Class Notice satisfies the requirements
11 of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class
12 Members of the terms of the final approval hearing date, the proposed settlement terms and of
13 their options, including: (1) the nature of the action, the definition of the Class, the identity of
14 Class Counsel, and the essential terms of the Settlement; (2) Named Plaintiff’s and Class
15 Counsel’s applications for the class representative’s enhancement award, and Class Counsel’s
16 request for attorneys’ fees and litigation costs; (3) a formula used to determine the Class
17 Member’s estimated payment; (4) Settlement Class Members’ rights to appear through counsel if
18 they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member
19 wishes to do so; and (6) how to obtain additional information regarding the action and the
20 Settlement. Counsel for the Parties are authorized to correct any typographical errors in
21 settlement and make clarifications, to the extent the same are found or needed, so long as such
22 corrections do not materially alter the substance of the documents.

23 8. The Court approves the procedure for Class Members to participate in, request
24 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
25 and the Class Notice. Settlement Class Members who wish to request exclusion or object to the
26 Settlement are directed to mail the appropriate documents to the Settlement Administrator (and
27 not to the Court) within the time periods set forth in the Class Notice.

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1 9. The Court approves Simpluris to act as the Settlement Administrator, who is
2 directed to fulfill all of the duties and services set forth in the Settlement Agreement.

3 10. The Court finds that the deadlines and method set forth in the Settlement
4 Agreement for the mailing of the Notice and related forms described herein meet the
5 requirements of due process, provide the best notice practicable under the circumstances,
6 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
7 requirements of California law.

8 11. Defendant is directed to provide the Settlement Administrator, not later than ten
9 (10) days after the Preliminary Approval Date, an electronic database containing the Class Data,
10 as set forth in the Settlement Agreement.

11 12. The Court directs the Settlement Administrator to calculate the number of Weeks
12 Worked for each Class Member and Aggrieved Employee, perform address verification
13 measures and mail the Class Notice in English and Spanish by first class mail to the Settlement
14 Class Members within 10 days of receipt of the Class Data and to otherwise carry out the
15 Settlement according to the terms of the Settlement Agreement and in conformity with this
16 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 13. All Class Members shall be deemed to participate in the Settlement, although any
19 Class Member who wishes to comment on or object to the Settlement or who elects not to
20 participate in the Settlement has until thirty (30) days (*i.e.*, the “Notice Response Deadline”)
21 after the mailing of the Class Notice to submit his or her objection or Request for Exclusion,
22 pursuant to the procedures set forth in the Class Notice.

23 14. The Court approves the handling of unclaimed funds set forth in the Settlement
24 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
25 result of a failure to timely cash a settlement check shall be issued to the State Controller’s
26 Office in the name of the Class Member, as set forth in the Settlement Agreement.

27 15. The following dates shall govern for purposes of this settlement:

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November 22, 2021	Preliminary Approval (PA) hearing
December 13, 2021 (10 days plus 10 days after PA)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
January 12, 2022 (30 days after mailing Class Notice)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately March 22, 2022)	Final Approval Hearing.

16. A final approval hearing shall be held in this Court on _____ at _____ am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of the service awards awarded to the class representatives.

17. Upon final approval, Participating Class Members and Aggrieved Employees will be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment, and the releases set forth therein; and, except as otherwise provided herein and in the Settlement Agreement, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing

1 or liability whatsoever.

2 19. The Court may, for good cause shown, extend any of the deadlines set forth in
3 this Order. If any Settlement Class Member submits an objection to the settlement and the Final
4 Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed
5 to give notice of the new hearing date to the objecting party; and

6 20. In the event that the Settlement Agreement does not receive final approval or the
7 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
8 shall be vacated.

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10 Date: _____

11 Hon. David Cohn
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