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

SONNY WILLIAMS and STEVEN
RUNKLE on behalf of themselves, all others
similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

HANSEN & ADKINS AUTO
TRANSPORT, INC.; HANSEN & ADKINS,
INC.; and DOES 1-100, inclusive,

Defendants.

Case No. CIVDS2020832

*[Assigned For All Purposes to the
Honorable Joseph T. Ortiz; Dept. S17]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: August 30, 2024
Time: 1:30 p.m.

Complaint Filed: September 25, 2020
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a certified class action and
3 representative action (the “Action”). Plaintiffs Sonny Williams and Steven Runkle have applied
4 to this Court for an order finally approving the settlement of the Action in accordance with the
5 Joint Stipulation and Settlement Agreement (“Settlement Agreement” or “Agreement”), which
6 together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in Support of Plaintiffs’ Motion
9 for Final Approval of Class and PAGA Settlement, and the declarations submitted therewith. For
10 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for final approval
13 and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Court has jurisdiction over the claims of the Class Members asserted in this
15 proceeding and over all parties to the proceeding.

16 2. On June 13, 2023, the Court granted class certification and certified the following
17 Class: All individuals who signed Independent Contractor Service Agreements (“ICSAs”) with
18 Hansen & Adkins Auto Transport, Inc. and worked as truck drivers for Hansen & Adkins Auto
19 Transport, Inc. in California in service of those ICESA’s at any time from July 6, 2016 to June 13,
20 2023 (“Class” or “Class Members”).

21 3. This case also includes “Aggrieved Employees” which are defined to include:
22 “Class Members who worked for Defendants at any time from April 28, 2019, to June 13, 2023.”

23 4. The Court-approved Notice of Proposed Class Action Settlement (“Class Notice”)
24 was mailed by first-class U.S. mail in English and Spanish to all Class Members. The Class Notice
25 informed the Class of the material terms of the settlement, of their right to receive a *pro rata*
26 portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of
27 their right to comment upon or object to the settlement and to appear in person or through counsel
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1 at the Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods
2 of time were provided by each of these procedures.

3 5. In response to the Class Notice, no member of the Class submitted a written
4 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
5 member of the Class requested to be excluded from the settlement.

6 **III. ORDER**

7 The Court having considered the papers submitted in support of the motion for preliminary
8 approval, HEREBY ORDERS THE FOLLOWING:

9 1. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the settlement based on the Class Members' response. The Court finds and
12 determines that the Class Notice was the best notice practicable under the circumstances and
13 satisfied the requirements of law and due process.

14 2. The Court further finds and determines that the terms of the settlement are fair,
15 reasonable, and adequate to the Class and to each Class Member

16 3. Pursuant to California law, the Court hereby grants final approval of the settlement.
17 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
18 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
19 conducted extensive investigation, research, and discovery and that their attorneys were able to
20 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
21 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
22 the Parties were to continue to litigate the case. The Court has considered the absence of objections
23 to and requests for exclusion from the settlement, reviewed the monetary recovery provided as part
24 of the settlement, and recognizes the significant value accorded to the Class. Accordingly, the
25 Court hereby approves the terms set forth in the Settlement Agreement and finds that the settlement
26 is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement
27 according to its terms.

1 4. A full opportunity has been afforded to the Class Members to participate in the final
2 approval hearing, and all Class Members and other persons wishing to be heard have been heard.
3 The Class Members also have had a full and fair opportunity to exclude themselves from the
4 settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
5 and valid request for exclusion from the settlement to the Settlement Administrator (“Participating
6 Class Members”) are bound by this Order.

7 5. In exchange for a portion of the Net Settlement Amount, all Participating Class
8 Members will be bound by the following release: “All Participating Class Members, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, release Defendants and the Released Parties from all wage
11 and hour claims that were alleged, or reasonably could have been alleged, based on the facts stated
12 in the operative Second Amended Complaint, including claims for misclassification of
13 Participating Class Members as Independent Contractors. Participating Class Members do not
14 release any other claims, including claims for vested benefits, wrongful termination, violation of
15 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
16 workers’ compensation, or claims based on facts occurring outside the Class Period.” The Class
17 Released Claims Period is July 6, 2016, through June 13, 2023.

18 6. In exchange for a portion of the PAGA Payment, all PAGA Aggrieved Employees
19 will be bound by the following release: “Aggrieved Employees shall release Defendants and the
20 Released Parties from any and all claims for civil penalties under the California Labor Code and
21 the Private Attorneys General Act predicated upon the Labor Code violations asserted in the Notice
22 to the LWDA, the operative Second Amended Complaint, and all Certified Claims of the Class
23 and Sub-Classes.” The PAGA Released Claims Period is April 28, 2019, through June 13, 2023.

24 7. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as
25 Class Counsel in this action.

26 8. The Court hereby confirms Plaintiffs Sonny Williams and Steven Runkle as the
27 Class Representatives in this action.
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1 9. The Court finds and determines that the individual settlement payments provided
2 for by the terms of the Settlement Agreement to be paid to the Participating Class Members and
3 PAGA Aggrieved Employees are fair and reasonable. The Court hereby gives final approval to
4 and orders the payment of those amounts be made to the Participating Class Members and PAGA
5 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

6 10. The Court finds and determines the Class Representative Enhancement Payments
7 in the sums of \$20,000 to Plaintiff Sonny Williams and \$15,000 to Plaintiff Steven Runkle are fair
8 and reasonable. The Court hereby orders the Settlement Administrator to make payments in the
9 sums of \$20,000 to Plaintiff Sonny Williams and \$15,000 to Plaintiff Steven Runkle for Class
10 Representative Enhancement Payments in accordance with the terms of the Settlement Agreement.

11 11. The Court finds and determines that the payment to the Settlement Administrator,
12 Phoenix Settlement Administrators, in the sum of \$7,500 for its fee and expenses incurred and to
13 be incurred for the notice and settlement administration process is fair and reasonable. The Court
14 hereby orders the Settlement Administrator to make payment to itself in the amount of \$7,500 for
15 Administration Costs in accordance with the terms of the Settlement Agreement.

16 12. Pursuant to the terms of the settlement, and the authorities, evidence and argument
17 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
18 \$1,316,535 and a Cost Award of \$40,372.12 to Class Counsel. The Court finds such amounts to
19 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
20 Class Counsel in the amount of \$1,316,535 for attorneys' fees and \$40,372.12 for litigation
21 expenses in accordance with the terms of the Settlement Agreement.

22 13. Neither Defendants nor any related persons or entities shall have any further
23 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
24 except as provided for by the Settlement Agreement.

25 14. The Court finds and determines that the releases contained in the Settlement
26 Agreement are appropriate and shall bind all Participating Class Members and PAGA Aggrieved
27 Employees.
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1 15. Nothing in this Final Approval Order and Judgment shall preclude any action to
2 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
3 Approval Order and Judgment, including the requirement that Defendants make payments to
4 Participating Class Members in accordance with the Settlement Agreement.

5 16. The Court finds and determines that nothing in the Settlement Agreement or this
6 Final Approval Order (1) is intended or will be construed as an admission of liability or
7 wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely
8 in connection with this settlement).

9 17. The Court hereby enters final judgment in this action in accordance with the terms
10 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
11 Judgment.

12 18. A final compliance hearing will be set for _____
13 at __:____.m. A declaration from the settlement administrator must be filed at least 5 court days
14 prior to the compliance hearing.

15 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
16 provided for by the Settlement Agreement and this Final Approval Order and Judgment.

17 20. Without affecting the finality of this Final Approval Order and Judgment in any
18 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
19 implementation, effectuation and enforcement of this order and the Settlement.

20 **JUDGMENT**

21 This document shall constitute a judgment for purposes of California Rules of Court, Rule
22 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment,
23 judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections
24 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named
25 Plaintiffs/Class Representatives and all Participating Class Members shall take nothing from
26 Defendants except as expressly set forth in the Settlement Agreement. The Court, pursuant to
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1 California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of
2 the judgment.

3 **IT IS SO ORDERED.**

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5 Dated:

6 Honorable Joseph T. Ortiz
7 Superior Court Judge
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