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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 04 2021

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

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

CONSOLIDATED CASES

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

Case No. CIVDS1823509

Case No. CIVDS1826457

Case No. CIVDS1929857

**CLASS ACTION AND
REPRESENTATIVE ACTION**

[PROPOSED]

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: August 4, 2021

Time: 10:00 a.m.

Dept: S26

Judge: Hon. David Cohn

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1 This matter came on for hearing on August 4, 2021 in Department S26 of the above-
2 captioned Court on Plaintiffs' Motion for Order Granting Final Approval of Class Action
3 Settlements and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, and the
4 Court's Order Granting Preliminary Approval filed March 25, 2021, and the Stipulation for
5 Settlement and Release of Class and Representative Action Claims filed February 24, 2021¹, as
6 subsequently amended pursuant to the Court's direction by the Amendment to the Joint Stipulation
7 of Class Action and PAGA Settlement and Release ("Settlement Agreement"). All capitalized terms
8 used in this Order are defined and have the same meaning as set forth in the Settlement Agreement,
9 unless otherwise specifically and separately defined in this Order.

10 Having received and considered the Settlement Agreement, the supporting papers filed by
11 the Parties, and the evidence and argument received by the Court in conjunction with the Motion
12 for Preliminary Approval of Class Action Settlement, and the supporting papers, and evidence and
13 argument received by the Court in conjunction with the Motion for Order Granting Final Approval
14 of Class Action Settlement, the Court grants final approval of the Settlement Agreement, which is
15 incorporated herein by this reference as though set forth in full, and HEREBY ORDERS AND
16 MAKES THE FOLLOWING DETERMINATIONS:

17 1. Pursuant to the Preliminary Approval Order filed March 25 2021, separate Notices
18 of Class Action Settlement, Employment Information Sheet, Change of Address form, and pre-
19 printed return envelope ("Notice Packet") for the Snow Class, Ortega Class, and Germany Class
20 were sent to the respective Class Member by first-class United States mail. The Notices informed
21 each Class of the terms of the Snow, Ortega or Germany Settlement, their right to receive a
22 Settlement Payment without any required action, their right to comment upon or object to the
23 Settlement, and their right to appear in person or by counsel at the final approval hearing and to be
24 heard regarding approval of the Settlement. Adequate periods of time were provided for each of
25 these procedures.

26 _____
27 ¹ Attached to the Joint Stipulation Re: Correction of Error in Paragraph 17 of the Stipulation for
28 Settlement and Release of Class and Representative Claims.

1 2. No member of the Snow, Ortega or Germany Classes returned written objections to
2 the Settlement as part of this notice process, stated an intention to appear at the final approval
3 hearing, or requested exclusion.

4 3. The Court finds and determines this notice procedure afforded adequate protections
5 to all Class Members and provides the basis for the Court to make an informed decision regarding
6 approval of the Settlement based on the response of the Classes. The Court finds and determines
7 that the notice provided in this case was the best notice practicable, which satisfies the requirements
8 of law and due process.

9 4. With respect to the Class and for purposes of approving this Settlement only, this
10 Court finds and concludes that: (a) the members of Snow Class, Ortega Class, and Germany Classes
11 are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to each Class, and there is a well-defined community of interest
13 among members of each Class with respect to the subject matter of the Action; (c) the claims of
14 each Class Representative are typical of the claims of the members of their respective Classes; (d)
15 each Class Representative has fairly and adequately protected the interests of the members of their
16 respective Classes; (e) a class action is superior to other available methods for an efficient
17 adjudication of this controversy; and (f) the counsel of record for each Plaintiff, the Class
18 Representatives, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual
19 and representative capacity for the Class.

20 5. The Court confirms certification, for settlement purposes only, of each Class as
21 follows:

22 A. Snow Class:

23 All individuals currently or formerly employed by *Watkins and Shepard*
24 *Trucking, Inc.* as drivers who are or were paid on a “piece rate” and/or a “rate-
25 per-mile” basis for work performed for *Watkins and Shepard Trucking, Inc.*
26 while working in California from September 7, 2014 through March 2, 2020
27 (the “Snow Class Period”), and excluding therefrom any individuals who, as
28 of March 25, 2021, filed their own separate action as a named plaintiff alleging
 the same or similar claims being released by the settlement and/or who
 previously released all claims against Defendant being settled and released by
 this Agreement.

1 B. Ortega Class:

2 All individuals who are or have been employed by Defendant in California
3 as non-exempt, hourly, non-piece-rate-paid warehouse workers, lead
4 warehouse workers, forklift operators, freight handlers, loaders, unloaders
5 and exempt or non-exempt hourly-paid drivers from October 10, 2014
6 through March 2, 2020 (the "Ortega Settlement Class Period"), but expressly
7 excluding therefrom any individual who, as of March 25, 2021 filed their own
8 separate action as a named plaintiff alleging the same or similar claims being
9 released by the settlement and/or who previously released all claims against
10 Defendant being settled and released by this Agreement.

11 C. Germany Class:

12 All individuals who were employed by Defendant in California terminated or
13 "laid off" from employment pursuant to a reduction in force process under
14 the California or Federal WARN Acts on or within thirty (30) days of August
15 23, 2019 (the "Germany Settlement Class Period") and who did not sign a
16 severance or release agreement with Defendant, expressly excluding
17 therefrom any individuals who, as of March 25, 2021 filed their own separate
18 action as a named plaintiff alleging the same or similar claims being released
19 by the settlement and/or who previously released all claims against Defendant
20 being settled and released by this Agreement.

21 6. The Court finds and determines the terms set forth in the Settlement Agreement for
22 each Class are fair, reasonable, and adequate and, having found that the Settlement was reached as
23 a result of informed and non-collusive arms'-length negotiations facilitated by a neutral and
24 experienced mediator, directs the Parties to effectuate the terms of the Settlement according to the
25 terms set forth in the Settlement Agreement. The Court further finds the Parties conducted extensive
26 investigation, research, and informal discovery, and that their attorneys were able to reasonably
27 evaluate their respective positions. The Court also finds that Settlement will enable the Parties to
28 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties
29 were to continue to litigate the case. The Court has reviewed the monetary recovery and recognizes
30 the significant value provided to the Class.

31 7. The Court further finds and determines that the terms of the Settlement are fair,
32 reasonable and adequate to the Snow, Ortega and Germany Classes and to each Class Member and
33 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
34 Agreement should be and hereby are ordered to be consummated.

1 8. The Court finds and determines that the Settlement Payments to be paid to
2 Participating Settlement Class Members as provided for by the Settlement are fair and reasonable.
3 The Court hereby grants final approval to and orders the payment of those amounts be made to the
4 Participating Class Members in accordance with the Agreement.

5 9. The Court finds and determines that the fees and expenses in administering the
6 Snow, Ortega and Germany Settlements incurred by CPT Group, Inc., are fair and reasonable in the
7 following amounts: (a) Snow Class: \$10,800; (b) Ortega Class: \$13,500; and (c) Germany Class:
8 \$5,500. The Court hereby grants final approval to and orders the payments in these amounts in
9 accordance with the Settlement Agreement.

10 10. The Court finds and determines the Class Representative Service Payment of
11 \$10,000 to Plaintiff Richard Snow is fair and reasonable. The Court hereby orders the Administrator
12 to make this payment to the Plaintiff Richard Snow, in accordance with the terms of the Settlement
13 Agreement.

14 11. The Court finds and determines the Class Representative Service Payment of
15 \$10,000 to Plaintiff Allan Ortega is fair and reasonable. The Court hereby orders the Administrator
16 to make this payment to the Plaintiff Richard Snow, in accordance with the terms of the Settlement
17 Agreement.

18 12. The Court finds and determines the Class Representative Service Payment of \$7,500
19 to Plaintiff Willie Germany is fair and reasonable. The Court hereby orders the Administrator to
20 make this payment to the Plaintiff Richard Snow, in accordance with the terms of the Settlement
21 Agreement.

22 13. The Court finds and determines the payment of PAGA penalties from the Snow
23 Settlement of \$45,000 to the California Labor and Workforce Development Agency ("LWDA")
24 representing the LWDA's 75% share of the \$60,000 allocated to the PAGA claims is fair and
25 reasonable, and that the LWDA was given notice of the proposed settlement in the manner required
26 by PAGA.

27 14. The Court finds and determines the payment of PAGA penalties from the Ortega
28 Settlement of \$18,750 to the LWDA representing the LWDA's 75% share of the \$25,000 allocated

1 to the PAGA claims is fair and reasonable, and that the LWDA was given notice of the proposed
2 settlement in the manner required by PAGA.

3 15. The Court finds and determines the payment of PAGA penalties from the Germany
4 Settlement of \$2,250 to the LWDA representing the LWDA's 75% share of the \$3,000 allocated to
5 the PAGA claim is fair and reasonable, and that the LWDA was given notice of the proposed
6 settlement in the manner required by PAGA.

7 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and
8 argument submitted by Class Counsel for Plaintiff Snow and the Snow Class, Cohelan, Khoury &
9 Singer and Lebe Law, APLC, the Court hereby awards attorneys' fees of \$900,000 and litigation
10 costs of ~~\$21,355.78~~ ^{\$22,154.40}. The Court finds such amounts to be fair and reasonable. The Court hereby
11 orders the Administrator to make these payments in accordance with the terms of the Settlement
12 Agreement.

13 17. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and
14 argument submitted by Class Counsel for Plaintiff Ortega and the Ortega Class, Mara Law Firm PC,
15 the Court hereby awards attorneys' fees of \$416,666.67 and litigation costs of \$19,155.13. The Court
16 finds such amounts to be fair and reasonable. The Court hereby orders the Administrator to make
17 these payments in accordance with the terms of the Settlement Agreement.

18 18. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence and
19 argument submitted by Class Counsel for Plaintiff Germany and the Germany Class, Kingsley and
20 Kingsley, the Court hereby awards attorneys' fees of \$48,333.33 and litigation costs of ~~\$5,855.22~~ ^{\$4,580.29}.
21 The Court finds such amounts to be fair and reasonable. The Court hereby orders the Administrator
22 to make these payments in accordance with the terms of the Settlement Agreement.

23 19. Without affecting the finality of this Order or the entry of judgment in any way, the
24 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
25 effectuation, and enforcement of this Order and the Agreement.

26 20. Neither the making of the Settlement Agreement nor the entry into the Settlement
27 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of any
28 claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a

1 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
2 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
3 construed as an admission or concession by or against Defendants or any related person or entity.

4 21. Neither Defendant nor any related persons or entities shall have any further liability
5 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
6 provided for by the Settlement Agreement.

7 22. Nothing in this Order shall preclude any action or proceedings to enforce the
8 Plaintiffs' and Defendants' obligations under the Settlement Agreement or under this Order,
9 including the requirement that Defendants make payments to the Participating Class Members in
10 accordance with the terms of the Settlement Agreement.

11 23. As of the date of this Order, Plaintiffs, Participating Class Members and the LWDA
12 shall be and hereby are deemed to have released the Released Parties of and from all of the Released
13 Claims. As of the date of this Order, Plaintiffs, Participating Class Members and the LWDA, and
14 all persons and entities acting on behalf of, through or in concert with them, shall be and hereby are
15 permanently enjoined and restrained from and against filing, initiating, pursuing or continuing to
16 prosecute any actions, claims, or complaints with respect to any of the Released Claims, as more
17 fully set forth in Paragraph 40 of the Settlement Agreement which is incorporated herein by this
18 reference as though set forth in full and made a part hereof.

19 24. The Parties will bear their own costs and attorneys' fees except as otherwise provided
20 by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs to be paid in
21 accordance with the terms of the Settlement Agreement.

22 25. Upon completion of administration of the Settlement, the Settlement Administrator
23 will provide written certification of such completion to the Court and counsel for the Parties which
24 shall be filed with the Court no later than five (5) court days before the non-appearance compliance
25 hearing set for 8/7/23, 2021 at 9:00 a.m. in Dept. S26.

26 IT IS SO ORDERED.

27 Date: 8/4/21

28 
The Honorable David Cohn
Judge of the San Bernardino County Superior Court