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

JUAN NIEVES, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

KLLM TRANSPORT SERVICES, LLC, a
Texas Limited Liability Company; and DOES
1 through 20, inclusive;

Defendants.

Case No.: CIVSB2134796
*[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Class Action Settlement Agreement and Release of Claims (the
2 “Settlement Agreement”) between Plaintiff Juan Nieves and Defendant KLLM Transport
3 Services, as well the Memorandum of Points and Authorities in Support of the Unopposed
4 Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
5 support of the motion, and all supporting legal authorities and documents,
6 IT IS HEREBY ORDERED:

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

14 2. For settlement purposes only, the Court conditionally certifies the following Class
15 for settlement purposes only:

16 All current and former truck drivers who resided in California and
17 who were employed by Defendant KLLM Transport Services,
18 LLC, at any between December 21, 2017 and the Preliminary
19 Approval Date, or August 31, 2022, whichever is earlier.

20 3. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
21 current and former truck drivers who resided in California and who were employed by Defendant
22 KLLM Transport Services, LLC, at any between December 21, 2020 and the Preliminary
23 Approval Date, or August 31, 2022, whichever is earlier.”

24 4. The class action settlement set forth in the Settlement Agreement between
25 Plaintiff and Defendant is preliminarily approved as it appears to be proper, to fall within the
26 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
27 to any objections that may be raised at the Final Approval Hearing.

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1 5. For settlement purposes only, the Court appoints Plaintiff Juan Nieves as Class
2 Representative and Brian Mankin and Peter Carlson as Class Counsel.

3 6. The Court approves ILYM Group to act as the Settlement Administrator.

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

18 8. The Court approves the procedure for Class Members to participate in, request
19 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
20 and the Class Notice.

21 9. The Court finds that the deadlines and method set forth in the Settlement
22 Agreement for the mailing of the Notice meet the requirements of due process, provide the best
23 notice practicable under the circumstances, constitute due and sufficient notice to all persons
24 entitled to notice, and otherwise satisfy the requirements of California law and due process.

25 10. Defendant is directed to provide the Settlement Administrator, not later than
26 fourteen (14) days after the Preliminary Approval Date, an electronic database containing the
27 Class Data, as set forth in the Settlement Agreement.

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1 11. The Court directs the Settlement Administrator to calculate the number of Pay
2 Periods credited for each Class Member and Aggrieved Employee, perform address verification
3 measures and mail the Class Notice by first class mail to the Settlement Class Members within
4 10 days of receipt of the Class Data and to otherwise carry out the Settlement according to the
5 terms of the Settlement Agreement and in conformity with this Order. The Parties are also
6 ordered to carry out the Settlement according to the terms of the Settlement Agreement.

7 12. All Class Members shall be deemed to participate in the Settlement, although any
8 Class Member who wishes to comment on or object to the Settlement or who elects not to
9 participate in the Settlement has until thirty (30) days after the mailing of the Class Notice to
10 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
11 Class Notice.

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

16 14. The following dates shall govern for purposes of this settlement:

17 November 29, 2022	Preliminary Approval (PA) hearing
18 December 23, 2022 (<i>24 days after PA</i>)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
19 January 23, 2023 (<i>30 days after mailing Class Notice</i>)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
20 16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
21 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.
22 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 20, 2023
- 110 days after Preliminary Approval
is granted)

Final Approval Hearing.

15. 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 service awards to the Class
Representative. The Court may continue or adjourn the final approval hearing without further
notice to the Class Notice.

16. 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
or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
be evidence of, an admission or concession with regard to the denials or defenses by Defendant
or any of the other Released Parties and shall not be offered in evidence in any action or
proceeding against Defendant or any of the Released Parties in any court, administrative agency
or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
the Settlement Agreement, or any related agreement or release.

17. The Court may, for good cause shown, extend any of the deadlines set forth in
this Order.

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

Date: _____

Hon. David Cohn