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Attorneys for Plaintiff STETSON WHITEHEAD and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

STETSON WHITEHEAD, an individual; on
behalf of himself and all others similarly
situated and the general
public,

Plaintiffs,

vs.

GLS US FREIGHT, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-UOE-2023-0012910

[Assigned for All Purposes to the Hon. Robert
T. Waters, Dept. 11B]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: _____, 2025

Time: 9:00 a.m.

Dept: 11B

1 This matter came on for hearing on _____, 2025, at 9:00 a.m. in Department
2 11B of the above-referenced Court, located at 180 E. Weber Avenue, Stockton, California
3 95202, on the Motion for Preliminary Approval of Class Action Settlement (“Motion”).
4 Plaintiff STETSON WHITEHEAD (“Plaintiff”) appeared through his attorneys of record.
5 Defendant GLS US Freight, Inc. (“Defendant”) appeared through its counsel of record.

6 Having fully reviewed and considered the Motion and moving papers, and having
7 analyzed the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) attached
8 as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY
9 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

10 1. This Order incorporates by reference the definitions in the Settlement Agreement
11 attached as Exhibit A to the Declaration of Aaron Bartz in Support of Plaintiff’s Motion for
12 Preliminary Approval of Class Action and PAGA Settlement and all terms defined therein shall
13 have the same meaning in this Order.

14 2. The Court preliminarily approves the proposed Settlement Agreement as being
15 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
16 appears to be within the range of reasonableness of a settlement which the Court could ultimately
17 give final approval.

18 3. The Court finds that the elements of numerosity, commonality, typicality and
19 adequacy have been established to support conditional certification of the Settlement Class for
20 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
21 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

22 All non-exempt current and former employees who worked in California
23 for Defendant during the Class Period.

24 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
25 approves (a) Bartz Law Group, APC and United Employees Law Group, PC as Class Counsel;
26 and (b) Stetson Whitehead as Class Representative. The Court appoints Phoenix Settlement
27 Administrators as Settlement Administrator.
28

1 5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
2 _____, at _____, to review the notice process and
3 objections to the Settlement, if any; and to determine whether the proposed Settlement on the
4 terms and conditions set forth in the Settlement Agreement is fair, reasonable, and adequate, and
5 should be finally approved by the Court; to determine whether the Court should enter the
6 Judgment as provided in the Settlement Agreement; and to determine the amount of attorneys'
7 fees and costs to approve for Class Counsel and the amount of the enhancement award to
8 approve for the Class Representative.

9 6. The Court approves, as to form and content, the Court Approved Notice of Class
10 Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"),
11 attached to the Settlement Agreement. The Court finds that distribution of the Settlement Notice
12 substantially in the manner set forth in the Settlement Agreement and Settlement Notice meets
13 the requirements of California law and due process, is the best notice practicable under the
14 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

15 7. The Settlement Administrator shall supervise and administer the notice procedure
16 as set forth in the Settlement Agreement as follows:

17 a. After entry of the Preliminary Approval Order, Defendant shall provide
18 the Settlement Administrator with the Class Data for purposes of mailing the Settlement
19 Notices to Class Members. Defendant shall have up to fifteen (15) days to provide the
20 Class Data after entry of the Preliminary Approval Order;

21 b. Upon receipt of the Class Data, the Settlement Administrator shall
22 perform a search based on the National Change of Address Database maintained by the
23 United States Postal Service to update and correct any known or identifiable address
24 changes. Within fourteen (14) calendar days after receiving the Class Data from
25 Defendant as provided herein, the Settlement Administrator shall mail copies of the
26 Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Parties
27 agree that this procedure for notice provides the best notice practicable to Class Members
28 and fully complies with due process;

1 c. Any Settlement Notice returned to the Settlement Administrator as non-
2 deliverable on or before the Response Deadline shall be re-mailed to the forwarding
3 address affixed thereto within five (5) business days of receipt of the returned Settlement
4 Notice by the Settlement Administrator. If no forwarding address is provided, the
5 Settlement Administrator shall attempt to determine a correct address by conducting a
6 Class Member Address Search;

7 d. The Settlement Administrator shall perform all other obligations required
8 under the Settlement Agreement, including those under section 7 of the Settlement
9 Agreement.

10 8. In order for any Settlement Class member to object to this Settlement, or any term
11 of it, the person making the objection may submit the objection to the Settlement Administrator
12 by no later than the Response Deadline specified in the Settlement Notice setting forth the
13 grounds of objection. Any objection shall be sent to the Settlement Administrator, not to the
14 Court. A Class Member may also appear personally or through an attorney, at his or her own
15 expense, at the Final Approval hearing to present his or her objection directly to the Court.

16 9. In order for any Settlement Class member to validly exclude themselves from the
17 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
18 be submitted to the Settlement Administrator postmarked no later than the Response Deadline.
19 Any Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court.
20 A Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
21 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
22 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
23 appear at the Final Approval Hearing to voice any objections to the Settlement.

24 10. At the Final Approval Hearing, the Court shall finally determine whether the
25 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
26 application for attorneys' fees, the Class Representative enhancement award, reimbursement of
27 Class Counsel's costs, and the Settlement Administrator expenses for administering the
28 Settlement.

1 11. The Court's preliminary approval of the Settlement is not to be deemed an
2 admission of liability or fault by Defendant, or a finding as to the validity of any claims or
3 defenses asserted in the Action.

4 12. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
6 further applications arising out of or connected with the proposed Settlement. In the event that
7 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall
8 give notice of the continuance to any objectors to the Settlement.

9 13. If for any reason the Settlement ultimately does not become final, the parties will
10 return to their respective positions in this Action as those positions existed immediately before
11 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
12 with this Court in connection with the Settlement will be deemed an admission of any kind by
13 any of the parties or used as evidence against, or over the objections of, any of the parties for any
14 purpose in this Action or in any other action.

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17 **IT IS SO ORDERED.**

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21 DATED: _____

Hon. Robert T. Waters
Judge of the Superior Court