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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 MANPREET SINGH and ANDRE
12 STOKES, individually, on a representative
13 basis, and on behalf of all others similarly
situated;

14 Plaintiffs,

15 vs.

16 HSD TRUCKING, INC., a California
17 Corporation; PARDEEP SINGH, an
18 Individual; SARBJIT DHUDWAL, an
19 Individual; and DOES 3 through 20,
inclusive;

20 Defendants.
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Case No.: CIVSB2403148
*[Assigned to Hon. Christian Towns, 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**
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1 Having considered the Class Action and PAGA Settlement reflected in the Memorandum
2 of Understanding (the “Settlement Agreement”) entered into by and between Plaintiffs Manpreet
3 Singh and Andre Stokes and Defendants HSD Trucking, Inc., Pardeep Singh, and Sarbjit
4 Dhudwal (“Defendants”) (collectively, the “Parties”), as well as the Memorandum of Points and
5 Authorities in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action
6 Settlement, the documents submitted in support of the motion, and all supporting legal
7 authorities and documents, IT IS HEREBY ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Classes, for settlement purposes only:

20 All current and former California resident truck drivers, including
21 Plaintiffs, employed by Defendant HSD Trucking, Inc. during the
22 Class Period (January 17, 2020, through the date of this Order
granting Preliminary Approval)

23 3. As set forth in the Settlement Agreement, “Aggrieved Employees” includes: all
24 current and former California resident truck drivers employed by Defendant HSD Trucking, Inc.,
25 during the PAGA Period (January 17, 2023, through the date of this Order granting Preliminary
26 Approval).

27 4. The class action settlement set forth in the Settlement Agreement between
28 Plaintiffs and Defendants is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 5. For settlement purposes only, the Court appoints Plaintiffs Manpreet Singh and
4 Andre Stokes as Class Representatives, and Brian Mankin and Peter Carlson as Class Counsel.

5 6. The Court approves Phoenix Settlement Administrators to act as the Settlement
6 Administrator.

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

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

23 9. The Court further orders the following as to Settlement Administration:

24 a. Disputes Regarding Settlement Administration. Any and all disputes
25 relating to administration of the Settlement by the Settlement Administrator (except for disputes
26 regarding Class Data) shall be referred to the Court, if necessary, which will have continuing
27 jurisdiction over the terms and conditions of the Settlement, until Plaintiffs and Defendants
28 notify the Court that all payments and obligations contemplated by the Settlement have been

1 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
2 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
3 Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members,
4 and Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all
5 amounts paid pursuant to this Settlement.

6 b. Class Data. Defendants are ordered to provide, no later than 14 days after
7 this Order is signed, the “Class Data” to the Settlement Administrator. The Class Data must be
8 provided on one excel spreadsheet and include, for each Class Member: the individual’s full
9 name; last known mailing address; full Social Security Number; last phone telephone number,
10 total Weeks Worked during the PAGA Period and the Class Period. The Class Data provided to
11 the Settlement Administrator will remain confidential and will not be used or disclosed to
12 anyone, except as required by applicable tax authorities, pursuant to Defendants’ express written
13 consent, or by order of the Court.

14 c. Workweek and Calculations re: Escalator Clause. At least 5 days prior to
15 mailing the Notice, the Settlement Administrator shall provide a spreadsheet to Class Counsel
16 and Defense Counsel containing a preliminary calculation of all payments to be paid from the
17 Settlement Amount, including the estimated Individual Class Payments to each Class Member
18 and Individual PAGA Payments to each Aggrieved Employee (a person’s name shall be redacted
19 and a control number used in place of the name). In the event that the total Workweeks worked
20 by all Class Members triggers the Escalator Clause, the Settlement Administrator shall notify the
21 Parties of the increased Settlement Amount, and related increased payments from the Settlement
22 Amount, including increased Attorneys’ Fees and Costs and any increased Settlement
23 Administration Costs, all of which shall be subject to Court approval, and shall update Notice
24 accordingly.

25 d. Notice. The Court directs the Settlement Administrator to perform address
26 verification measures and mail the Notice by first class mail to the Class Members (in English)
27 not later than 10 days after it receives the “Class Data” and to otherwise carry out the Settlement
28 according to the terms of the Settlement Agreement and in conformity with this Order.

1 e. Returned Notices. The Settlement Administrator will take steps to ensure
2 that the Notice is received by all Class Members, including utilization of the National Change of
3 Address Database maintained by the United States Postal Service to review the accuracy of and,
4 if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom
5 an updated address is located within ten (10) calendar days following both the Settlement
6 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
7 shall be identical to the original Notice, except that it shall notify the Class Member that the
8 exclusion (opt-out) request or objection must be returned by the later of the Response Deadline
9 or fifteen (15) days after the remailing of the Notice.

10 f. Presumption Regarding Receipt of Notice. It will be conclusively
11 presumed that if an envelope has not been returned to Settlement Administrator by the Response
12 Deadline that the Class Member received the Notice.

13 g. Disputes Regarding Class Data. Class Members are deemed to participate
14 in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released
15 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class
16 Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the
17 Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely
18 submitting evidence to the Settlement Administrator. Defendants' records will be presumed
19 determinative absent reliable evidence to rebut Defendants' records, but the Settlement
20 Administrator will evaluate the evidence submitted by the Class Member and provide the
21 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good
22 faith about the evidence to determine the Class Member's actual number of Work Weeks, and
23 estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are
24 unable to agree, they agree to submit the dispute to the Court to render a final decision. Class
25 Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks
26 Worked, object or opt out, unless extended by the Court.

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1 10. The Court also orders the following regarding Class Members' rights:

2 a. Response Deadline. The "Response Deadline" is 30 calendar days from
3 the date the Notice is mailed to the Class Members.

4 b. Requests for Exclusion from Class. Any Class Member, other than
5 Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to
6 the Settlement Administrator, postmarked on or before the Response Deadline. The Request for
7 Exclusion should state:

8 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE HSD
9 TRUCKING LAWSUIT. I UNDERSTAND THAT IF I ASK TO
10 BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL
11 NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM
THIS LAWSUIT."

12 To be valid, any Request for Exclusion must include the full name, address, telephone
13 number, last four digits of the social security number or date of birth, and signature of the Class
14 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
15 Settlement Administrator at the specified address set forth in the Notice. Any such Request must
16 be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be
17 timely only if postmarked by the Response Deadline, unless the Parties otherwise agree in
18 writing. Any Class Member who timely requests exclusion in compliance with these
19 requirements: (i) will not have any rights under this Agreement, including the right to object,
20 appeal or comment on the Settlement; (ii) will not be entitled to receive the Individual Class
21 Payment under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment.
22 Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be
23 subject to the Released PAGA Claims to the fullest extent permitted by law and will receive an
24 Individual PAGA Payment. All Parties and their counsel, including Defendants and their agents,
25 shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

26 c. Binding Effect on Participating Class Members. All Participating Class
27 Members will: (i) be bound by the terms and conditions of this Settlement, the Judgment, and the
28 releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have

1 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
2 Settlement.

3 d. Objections to Settlement. Any Class Member, other than Plaintiffs, who
4 does not submit a valid and timely Request for Exclusion may object to the terms of this
5 Agreement. To object, a Class Member shall inform the Settlement Administrator, in writing, of
6 his or her objection which must be postmarked by the Response Deadline at the address set forth
7 in the Notice. Such objection shall include the Objecting Class Member's full name, address,
8 telephone number, last four digits of the social security number or date of birth, signature, and
9 relevant dates of employment, in addition to the case name and number, the basis for the
10 objection, including any legal support and each specific reason in support of the objection, as
11 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
12 represented by counsel, the name and address of his or her counsel. The Settlement
13 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
14 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
15 declaration of due diligence and file with the Court prior to the Final Approval Hearing. An
16 Objecting Class Member remains eligible to receive monetary compensation from the
17 Settlement. Plaintiffs and Defendants shall not be responsible for any fees, costs, or expenses
18 incurred by an Objecting Class Member and/or his or her counsel related to any objections to the
19 Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
20 Rather, the right to appeal is preserved by becoming a party of record by timely and properly
21 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

22 e. Failure to Object. Any Class Member who does not timely and properly
23 become a party of record by intervening or filing a motion to vacate the judgment waives any
24 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
25 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
26 under California Code of Civil Procedure § 473, and extraordinary writs.

27 f. Responses to Objections. Counsel for the Parties may file a response to
28 any objections submitted by Objecting Class Members at least five (5) court days before the date

of the Final Approval Hearing.

11. Class Members who wish to request exclusion, object to the Settlement, or dispute weeks worked are directed mail the appropriate documents to the Settlement Administrator (and not the Court) by the Response Deadline.

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

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

14. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every objection and request for exclusion received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

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

September 30, 2025	Preliminary Approval (PA) hearing
October 14, 2025	<u>14 days after PA</u> : Deadline for Defendants and Defendants' counsel to upload the Class Data to the Settlement Administrator. If Defendants fail to timely upload the Class Data, Defendants and each of them are ordered to personally appear in this Court on November 5, 2025, at 8:30 a.m., or on _____, 2025, at _____ a.m. / p.m. to testify as to their failure to comply with this Order, including all steps taken to achieve compliance.
October 24, 2025	<u>24 days after PA</u> : Deadline for Settlement Administrator to complete first mailing of the Notice to the Class Members.

November 24, 2025	<u>30 days after mailing Notice</u> : The Response Deadline and deadline for 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 and application for award of fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: _____ Time: _____	Final Approval Hearing (<i>proposed date</i> : January 28, 2026)

16. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to award to Class Counsel; and (3) the amount of the Class Representative Service Payments. The Court may continue or adjourn the final approval hearing without further notice to the Class.

17. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representatives' Service Payments, Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

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 Defendants or any of the other Released Parties (as defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

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

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

4 21. Pending the Final Approval hearing, all proceedings, other than as necessary to
5 carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

6 22. Counsel for the parties are hereby authorized to utilize all reasonable procedures
7 in connection with the administration of the Settlement which are not materially inconsistent
8 with either this Order or the terms of the Settlement.

9 IT IS SO ORDERED.

10 Date: _____

Hon. Christian Towns
Judge of the Superior Court