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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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BY 
JESSICA MORALES, DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SCOTT FISKE, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ROBERTSON'S TRANSPORT, LTD.; and
Does 1 through 20, Inclusive,

Defendants.

Case No.: CIVDS2018316

Hon. David Cohn - Dept. S-26

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

[Motion, Declaration of Jonathan M. Lebe,
Declaration of Scott Fiske, Declaration of Erin La
Russa, Notice of Compliance with Court's
Checklist, and [Proposed] Judgment Filed
Herewith]

Hearing Information:

Date: March 9, 2022

Time: 10:00 a.m.

Location: Dept. S-26

1 **[PROPOSED] ORDER GRANTING FINAL APPROVAL**

2 The Named Plaintiff Scott Fiske (“Plaintiff”), and the settling Defendant Robertson’s
3 Transport, Ltd. (“Defendant”) (together the “Parties” or “Settling Parties”) have entered into the
4 Stipulation of Settlement and Release (“Stipulation”) to settle the above-captioned class action
5 subject to the Court's approval.

6 **A. Procedural History**

7 On August 21, 2020, Plaintiff filed the present action in San Bernardino County Superior
8 Court, asserting claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime
9 Wages; (3) Failure to Timely Pay All Earned Wages; (4) Unlawful Deduction of Wages; (5)
10 Failure to Pay for Rest and Recovery Periods; (6) Failure to Provide Meal Periods; (7) Failure to
11 Permit Rest Breaks; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to
12 Reimburse Necessary Business Expenses; (10) Violation of Business and Professions Cal. Bus. &
13 Prof. Code § 17200, *et seq.*. On December 21, 2020, Plaintiff amended his complaint to add an
14 additional cause of action for civil penalties pursuant to the PAGA.

15 On April 28, 2021, after an initial exchange of information and discovery, the Parties
16 entered into a private mediation before experienced wage and hour class action mediator Hon. Carl
17 J. West (Ret.). At mediation, the parties engaged in an intensive discussion regarding their
18 evaluations of the Litigation. The Parties did not settle at mediation but continued their settlement
19 negotiations with the assistance of the mediator.

20 On July 21, 2021, the Parties agreed to settle the case on a class wide and PAGA basis and
21 agreed to enter into a stipulation. On or about October 6, 2021, Plaintiff and Defendant executed
22 the Stipulation.

23 **B. Investigation in the Class Action**

24 The Parties have conducted significant investigation of the facts and law during the
25 prosecution of this Litigation. Such discovery and investigations have included the exchange
26 of information and documents pursuant to informal discovery. Counsel for the Parties have
27 further investigated the applicable law as applied to the facts discovered regarding the alleged
28 claims of the Class Members and potential defenses thereto and the damages claimed.

1 **C. Benefits of Settlement to Class Members**

2 Plaintiff recognizes the expense and length of proceedings necessary to continue the
3 litigation against Defendant through trial and through any possible appeals. Plaintiff has also
4 taken into account the uncertainty and risk of the outcome of further litigation, and the
5 difficulties and delays inherent in such litigation, including those involved in class certification.
6 Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims
7 asserted in the Litigation, Defendant's defenses thereto, and the difficulties in establishing
8 damages for Class Members. Plaintiff has also considered the significant settlement
9 negotiations conducted by the Parties and the advice of the neutral mediator. Based on the
10 foregoing, Plaintiff has determined that the terms and conditions for resolution of the Litigation,
11 set forth in the Stipulation, are fair, adequate and reasonable, and in the best interests of all
12 Class Members.

13 **D. Plaintiff and the Class Members' Claims**

14 Plaintiff and the Class Members contend that the claims, contentions, and allegations by
15 Plaintiff, individually and on behalf of the Class Members, in the Litigation have merit and
16 give rise to liability on the part of Defendant. Neither the Stipulation nor any documents
17 referred to herein, or any action taken to carry out the Stipulation is, or may be construed as or
18 may be used as, an admission by or against the Class Members or Class Counsel as to the
19 merits or lack thereof of the Litigation.

20 **E. Defendant's Denials of Wrongdoing**

21 Defendant has denied and continues to deny each of the claims, contentions, and damages
22 alleged by Plaintiff, individually and on behalf of the Class Members, in the Litigation. Defendant
23 adamantly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged
24 in the Litigation, and believes that it has valid defenses to Plaintiff and the Class Members' claims
25 based on liability, class certification, and damages. Neither the Stipulation, nor any document
26 referred to or contemplated herein, nor any action taken to carry out the Stipulation, may be
27 construed as, or may be used as an admission, concession, or indication by or against Defendant
28 of any fault, wrongdoing or liability whatsoever, including any concession that certification of a

1 class would be appropriate in the Litigation or any other case.

2 **F. Operation of the Settlement.**

3 Pursuant to the Order Granting Preliminary Approval of Class Action Settlement and
4 Setting a Final Approval Hearing (“Preliminary Approval Order”) dated November 5, 2021, this
5 Court conditionally certified the Class and granted preliminary approval pursuant to Stipulation.
6 The Preliminary Approval Order also approved of the proposed form of notice. The Court entered
7 the Preliminary Approval Order after review and consideration of all of the pleadings filed and
8 representations and arguments made in connection herewith.

9 In compliance with the Preliminary Approval Order, the Class Notices were sent to all
10 Class Members via first class mail. Furthermore, follow-up mailings were performed for returned
11 mail. The notice program was timely completed by CPT Group, Inc on December 3, 2021.

12 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
13 Action Settlement (“Motion for Final Approval”), including approval of an enhancement award
14 for the Named Plaintiff and Class Counsel’s Application for attorneys’ fees and costs. The Court
15 has read, heard, and considered all the pleadings and documents submitted, all other papers filed
16 in the Litigation, and the representations and arguments made in connection with the Motion and
17 Application which came on for hearing on March 9, 2022. Appearing at the hearing were the Lebe
18 Law, APLC, as Proposed Class Counsel for the Class, and Paul Hastings LLP for Defendant.

19 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
20 FOLLOWS:

21 1. This Court finds that the Stipulation appears to be the product of serious, informed,
22 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
23 preferential treatment to any individuals. The Court finds that the Stipulation was entered into
24 in good faith pursuant to California *Code of Civil Procedure* section 877.6. The Court further
25 finds that the Stipulation is fair, reasonable, and adequate and that the Plaintiff has satisfied the
26 standards for final approval of a class action settlement under California law. Under the
27 provisions of California *Code of Civil Procedure* section 382 and Federal Rule of Civil Procedure
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1 23, as approved for use by the California state court in *Vasquez v. Superior Court*, 4 Cal.3d 800,
2 821 (1971), the trial court has discretion to certify a class where:

3 [Q]uestions of law or fact common to the members of the class predominate
4 over any questions affecting only individual members, and that a class action
5 is superior to the available methods for fairly and efficiently adjudicating the
6 controversy ... Fed. R. Civ. Proc. 23.

7 Certification of a settlement class is the appropriate judicial device under these circumstances.

8 2. The Court, for purposes of this Order, adopts all defined terms as set forth in the
9 Stipulation.

10 3. The Court has jurisdiction over the subject matter of the Litigation, the Class
11 Representative, the Class Members, and Defendant.

12 4. The Court finds that the dissemination of the Notice of Proposed Class Action
13 Settlement as provided for in the Order Granting Preliminary Approval, constituted the best
14 notice practicable under the circumstances to all Persons within the definition of the Class, and
15 fully met the requirements of California law and due process under the United States
16 Constitution. Based on evidence and other material submitted in conjunction with the Settlement
17 Hearing, the actual notice to the class was adequate.

18 5. The Court approves the settlement of the above-captioned action, as set forth in the
19 Stipulation, each of the releases and other terms, as fair, just, reasonable, and adequate as to the
20 Settling Parties and Settlement Class Members. The Parties are directed to perform in accordance
21 with the terms set forth in the Stipulation, the Order Granting Preliminary Approval, and this
22 Final Approval Order and Judgment.

23 As 6 out of 934 Class Members timely requested exclusion, all of the Released Claims of
24 the Class Members are hereby released upon the Effective Date as to the 928 Class Members who
25 did not timely request exclusion. If the 6 Class Members who timely requested to be excluded
26 from the Class Action are also aggrieved employees, they are not excluded from the PAGA portion
27 of the Settlement.

28 6. Except as otherwise provided in the Stipulation, the Settling Parties are to bear their

1 own costs and attorneys' fees.

2 7. Solely for purposes of effectuating this Stipulation, this Court has certified a class of
3 all Class Members, as those terms are defined in and by the terms of the Stipulation, and the
4 Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and
5 3.771. The Court hereby certifies the following Class for settlement purposes only:

6 All current and former non-exempt employees who held the position of Transport Driver
7 of Defendant in California who, based on Defendant's records, were employed during the class
8 period from April 6, 2016 through November 5, 2021.

9 8. The Court hereby confirms Jonathan M. Lebe and Annaliz Loera of Lebe Law,
10 APLC as Class Counsel.

11 9. The Court hereby confirms the Plaintiff Scott Fiske as the Class Representatives in
12 this Action.

13 10. With respect to the Settlement Class and for purposes of approving the settlement
14 only and for no other purpose, this Court finds and concludes that: (a) the Members of the
15 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
16 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
17 community of interest among Members of the Settlement Class with respect to the subject matter
18 of the claims in the Litigation; (c) the claims of the Class Representative is typical of the claims
19 of the Members of the Settlement Class; (d) the Class Representative has fairly and adequately
20 protected the interests of the Members of the Settlement Class; (e) a class action is superior to
21 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
22 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
23 Plaintiff in their individual and representative capacity and for the Class Members.

24 11. Defendant shall fund \$1,590,000 of the Total Settlement Amount pursuant to the
25 terms of the Stipulation.

26 12. The Court approves the Individual Settlement Payments, which shall be distributed
27 pursuant to the terms of the Stipulation of Settlement and Release.

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1 13. Out of the Total Settlement Amount and through the Settlement Administrator,
2 Defendant shall pay (a) to Class Counsel attorneys' fees in the amount of \$500,000
3 reimbursement of costs in the amount of \$11,101.31; (b) enhancement award to the Class
4 Representative Scott Fisk to reimburse him for his unique services in the amount of \$7,500; (c)
5 the sum of \$11, 250 to the Labor and Workforce Development Agency for its share of penalties
6 under the Labor Code's Private Attorneys General Act; and (d) \$12,500 to the Settlement
7 Administrator, CPT Group, Inc., for its fees and costs relating to the settlement administration
8 process. All employee's share of state and federal employment and payroll taxes shall be
9 withheld from the Individual Settlement Payments by the Settlement Administrator. The Court
10 finds that these amounts are fair and reasonable. Defendant is directed to make such payments
11 in accordance with the terms of the Stipulation.

12 14. The Court further orders, adjudges and decrees that the Class Members (other than
13 the six Class Members who timely requested to be excluded from the Settlement) and each of
14 them, fully and finally release and forever discharge the Class Members' Released Parties (as
15 that term is defined in the Settlement Agreement), and each of them, of and from from any and
16 all claims, rights, demands, liabilities of every nature and description within the scope of or
17 arising from the allegations of the Lawsuit (and all amendments thereto), and specifically, all
18 claims for: (a) failure to pay wages owed, including unpaid minimum wages and overtime
19 premium pay; (b) failure to pay wages at the correct rate, including overtime pay at the correct
20 regular rate of pay; (c) failure to provide meal and/or rest periods in accordance with applicable
21 law, including payments at the correct rate or at all for non-compliant meal and/or rest periods
22 and alleged non-payment of wages for meal periods worked and not taken; (d) failure to timely
23 pay wages, both during employment and upon termination and/or resignation of employment; (e)
24 unlawful deductions from wages; (f) failure to provide accurate itemized wage statements; (g)
25 unfair business practices; (h) recordkeeping violations; and (i) and all other civil and statutory
26 penalties including those recoverable under the PAGA ("Class Members' Released Claims"),
27 arising during the period from April 6, 2016 to November 5, 2022 ("Class Members' Release
28 Period"). The Class Members' Released Claims include without limitation claims meeting the

1 above definition(s) under any and all applicable statutes, including without limitation California
2 Labor Code §§ 200, *et seq.*, including §§ 201-204, 210, 218, 218.6, 221, 223, 226, 226.2, 226.3,
3 226.7 and 256 in particular; California Labor Code §§ 500, *et seq.*, including §§ 510-512, 558,
4 and 558.1 in particular; California Labor Code §§ 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
5 1197, 1197.1, 1198, and 1199; California Labor Code §§ 2800, 2802 and 2804; the California
6 Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, *et seq.*;
7 California Labor Code §§ 2698, *et seq.*; California Civil Procedure Code § 1021.5; and any other
8 provision of the California Labor Code or any applicable California Industrial Welfare
9 Commission Wage Orders, in all of their iterations.

10 15. Upon the Effective Date, the action captioned as *Scott Fiske v. Robertson's Transport,*
11 *Ltd.*, San Bernardino County, Case Number Case No. CIVDS2018316, shall be resolved pursuant
12 to the terms of the Stipulation of Settlement and Release.

13 16. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
14 Class Representative, the Class Members, and Defendant for the purposes of supervising the
15 implementation, enforcement, construction, administration, and interpretation of the
16 Stipulation.

17 17. Pursuant to the Stipulation, Settlement Checks not cashed within 120 days after
18 issuance will become void and the funds represented by the uncashed checks will be paid to
19 Inclusion Matters by Shane's Inspiration, a nonprofit child advocacy organization.

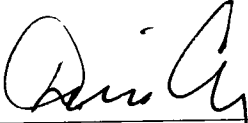
20 18. The Court sets a non-appearance case review hearing regarding compliance with all
21 fund distribution requirements under the Stipulation for 3-9-23 at 9:00^{am}, in Dept. S-
22 26 of the above-entitled Court. A declaration from the Settlement Administrator regarding
23 compliance shall be filed with the Court no later than five court days prior to this date. No
24 appearance by the parties is required at the Order to Show Cause hearing if the Settlement
25 Administrator's declaration is timely filed and the Settlement Administrator reports that all of
26 the distributions under the Settlement are complete.

27 19. In accordance with California Rule of Court 3.771(b), the parties are ordered to give
28 notice of this final Order and the Judgment to all Class Members by posting the Order and the

1 Judgment on the Settlement Administrator's website.

2 IT IS SO ORDERED.

3 Date: 3/9/27

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6 Judge David S. Cohn

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ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 09 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SCOTT FISKE, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

ROBERTSON'S TRANSPORT, LTD.; and
Does 1 through 20, Inclusive,

Defendants.

Case No.: CIVDS2018316

Hon. David Cohn - Dept. S-26

~~[PROPOSED]~~ JUDGMENT GRANTING
FINAL APPROVAL

Hearing Information:

Date: March 9, 2022

Time: 10:00 a.m.

Location: Dept. S-26

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The Named Plaintiff Scott Fiske (“Plaintiff”), and the settling Defendant Robertson’s
3 Transport, Ltd. (“Defendant” and together the “Parties” or “Settling Parties”) have entered into a
4 Stipulation of Settlement and Release (“Stipulation”), to settle the above-captioned class action
5 subject to the Court's approval. (See Declaration of Jonathan M. Lebe in Support of Plaintiff’s
6 Unopposed Motion for Final Approval of Class Action Settlement, Ex. 7.) Following the March
7 9, 2022, hearing of Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement,
8 the Court issued an Order granting Plaintiff’s motion for final approval of a proposed class action
9 settlement of the claims asserted against Defendant in this action.

10 **JUDGMENT**

11 The Final Approval Order is incorporated herein in its entirety.

12 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall
13 be entered whereby the Plaintiff and all Class Members shall take nothing from Defendant, except
14 as expressly set forth in the Final Approval Order and in the Stipulation, filed as Exhibit 7 to the
15 Declaration of Jonathan M. Lebe in Support of Plaintiff’s Unopposed Motion for Final Approval
16 of Class Action Settlement.

17 Solely for purposes of effectuating this Stipulation, this Court has certified a class of all
18 Class Members, as those terms are defined in and by the terms of the Stipulation:

19 All current and former non-exempt employees who held the position of Transport Driver
20 of Defendant in California who, based on Defendant’s records, were employed during the class
21 period from April 6, 2016 through November 5, 2021. (Stipulation at ¶ 4-6.)

22 Only 6 out of the 934 Class Members timely requested exclusion. All of the remaining
23 928 Class Members who did not timely request an exclusion are bound by the Final Approval
24 Order and Judgment in this Action. If the 6 Class Members who timely requested to be excluded
25 from the Class Action are also aggrieved employees, they are not excluded from the PAGA portion
26 of the Settlement.

27 THE CLASS RELEASE: Upon the final approval by the Court of this Settlement and
28 Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights or

1 claims as may be created by this Settlement, the Class Representative, the Class, and each Class
2 Member who has not submitted a valid and timely request for exclusion as to claims other than the
3 PAGA claim, will release claims as follows:

4 (a) Identity of Class Members' Released Parties. Defendant Robertson's Transport,
5 Ltd. and all of its former and present parents, subsidiaries, and affiliates, and its current and former
6 officers, directors, employees, partners, shareholders and agents, and the predecessors and
7 successors, assigns, and legal representatives of all such entities and individuals. (Stipulation at ¶
8 18.)

9 (b) Date Release Becomes Active. Defendant will remit funds to cover the Total
10 Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator
11 within twenty-one (21) calendar days after the final approval of the Settlement by the court, or if
12 there are objectors, within five (5) business days of receiving final court approval of the Settlement
13 and the expiration of the time to file appeals or the resolution of any appeals filed ("Effective
14 Date"). (Stipulation at ¶ 27.)

15 (c) Released Claims. As of the Effective Date, the Class Members (other than those
16 who timely request to be excluded) will release and discharge Robertson's Transport, Ltd. and all
17 of its former and present parents, subsidiaries, and affiliates, and its current and former officers,
18 directors, employees, partners, shareholders and agents, and the predecessors and successors,
19 assigns, and legal representatives of all such entities and individuals ("Class Members' Released
20 Parties"), from any and all claims, rights, demands, liabilities of every nature and description
21 within the scope of or arising from the allegations of the Lawsuit (and all amendments thereto),
22 and specifically, all claims for: (a) failure to pay wages owed, including unpaid minimum wages
23 and overtime premium pay; (b) failure to pay wages at the correct rate, including overtime pay at
24 the correct regular rate of pay; (c) failure to provide meal and/or rest periods in accordance with
25 applicable law, including payments at the correct rate or at all for noncompliant meal and/or rest
26 periods and alleged non-payment of wages for meal periods worked and not taken; (d) failure to
27 timely pay wages, both during employment and upon termination and/or resignation of
28 employment; (e) unlawful deductions from wages; (f) failure to provide accurate itemized wage

1 statements; (g) unfair business practices; (h) recordkeeping violations; and (i) and all other civil
2 and statutory penalties including those recoverable under the PAGA (“Class Members’ Released
3 Claims”), arising during the period from April 6, 2016 to the date on which the court granted
4 preliminary approval of the Settlement on November 5, 2021 (“Class Members’ Release Period”).
5 The Class Members’ Released Claims include without limitation claims meeting the above
6 definition(s) under any and all applicable statutes, including without limitation California Labor
7 Code §§ 200, et seq., including §§ 201-204, 210, 218, 218.6, 221, 223, 226, 226.2, 226.3, 226.7
8 and 256 in particular; California Labor Code §§ 500, et seq., including §§ 510-512, 558, and 558.1
9 in particular; California Labor Code §§ 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1,
10 1198, and 1199; California Labor Code §§ 2800, 2802 and 2804; the California Unfair
11 Competition Act, and in particular, California Bus. & Prof. Code §§ 17200, et seq.; California
12 Labor Code §§ 2698, et seq.; California Civil Procedure Code § 1021.5; and any other provision
13 of the California Labor Code or any applicable California Industrial Welfare Commission Wage
14 Orders, in all of their iterations. (Stipulation at ¶ 18.)

15 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
16 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
17 Action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

18 (a) supervising the implementation, enforcement, construction, and interpretation of the
19 Stipulation, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and
20 the Judgment; and (b) supervising distribution of amounts paid under this Stipulation.

21 The Judgment set forth herein is intended to be a final disposition of the Action in its
22 entirety and is intended to be immediately appealable.

23
24 Date: 3/9/22

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27 _____
28 Judge David S. Cohn