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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

GERARDO ORTEGA, AND MICHAEL
D. PATTON, individually and on behalf of
themselves, all others similarly situated,
and the general public,

Plaintiffs,

v.

J. B. HUNT TRANSPORT, INC., an
Arkansas corporation; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. 07-CV-08336-RGK-AFM
(Hon. R. Gary Klausner)

~~[PROPOSED]~~ **ORDER GRANTING
PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter came on for hearing on October 29, 2018, upon the Motion for
2 Preliminary Approval of the proposed settlement of this action on the terms set forth
3 in the Class Action Settlement and Release (“Settlement”), attached hereto as **Exhibit**
4 **1**. Having considered the Settlement, all papers and proceedings held herein, and
5 having reviewed the entire record in this action (“Action”), and good cause appearing,
6 the Court finds that:

7 WHEREAS, Plaintiffs Gerardo Ortega and Michael Patton (“Plaintiffs”) have
8 alleged claims against defendant J.B. Hunt Transport, Inc. (“Defendant”) on behalf of
9 themselves and on behalf of others similarly situated, comprising all of Defendant’s
10 California-based, local and regional intermodal and local and regional Direct Contract
11 Services drivers employed by Defendant at any time between November 19, 2003 and
12 December 8, 2018. The definition excludes over the road drivers;

13 WHEREAS, Plaintiffs assert claims against Defendant for: (1) violations of
14 Labor Code sections 226.7 and 512, and section 11 of the Industrial Welfare
15 Commission (IWC) Wage Orders (failure to provide a meal period); (2) violations of
16 Labor Code sections 226.7 and 512, and section 12 of the IWC Wage Orders (failure
17 to provide a rest period); (3) violations of Labor Code section 226 (failure to provide
18 accurate wage statements); (4) violations of Labor Code section 1194 (failure to pay
19 California minimum wage); (5) violations of Labor Code sections 221 to 223 (failure
20 to pay wages at the agreed rate); (6) violations of Labor Code section 203 (failure to
21 pay wages due upon termination of employment); (7) violations of the Business and
22 Professions Code, section 17200 *et seq.*; and (8) violations of the Labor Code Private
23 Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 *et*
24 *seq.*;

25 WHEREAS, Defendant expressly denies the allegations of wrongdoing and
26 violations of law alleged in this Action, and further denies any liability whatsoever to
27 Plaintiffs or to the Settlement Class Members;

1 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and
2 Defendant (collectively, the “Parties”) determined that it was mutually advantageous
3 to settle this Action and to avoid the costs, delay, uncertainty, and business disruption
4 of ongoing litigation; and

5 WHEREAS, the Parties agreed to resolve the Action and entered into the
6 Settlement in and about October 2018, which provides for a complete dismissal, with
7 prejudice, of the claims asserted in the Action against Defendant on the terms and
8 conditions set forth in the Settlement, subject to the approval of this Court;

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

10 1. To the extent defined in the Settlement, attached hereto as **Exhibit 1** and
11 incorporated herein by reference, the terms in this Order shall have the meanings set
12 forth therein.

13 2. The Court has jurisdiction over the subject matter of this Action,
14 Defendant, and the Settlement Class.

15 3. The Settlement is within the range of reasonableness and possible final
16 approval in that it appears fair, reasonable, and adequate. The Settlement was reached
17 as a result of extensive arm’s-length negotiations between the Parties and their
18 counsel, which included two separate mediation sessions. Additionally, before
19 entering into the Settlement, this Action was on the eve of trial. Thus, Plaintiffs and
20 their counsel had sufficient information to evaluate the strengths and weaknesses of
21 the case and to conduct informed settlement discussions.

22 4. The Court deems the Proposed Second Amended Complaint, attached to
23 the Stipulation filed concurrently herewith (Dkt. 348-1), as filed as of the date of this
24 Order.

25 5. The Court provisionally certifies, for settlement purposes only, a
26 Settlement Class defined as: “All California-based, local and regional intermodal and
27 local and regional Dedicated Contract Services drivers employed by J.B. Hunt at any

1 time between November 19, 2003 and December 8, 2018.”

2 6. The requirements for certification of the Settlement Class under Fed. R.
3 Civ. P. 23(a), and (b)(3) have been satisfied for settlement purposes. The Court finds,
4 for settlement purposes, that: (a) the Settlement Class is defined by objective criteria
5 and ascertainable; (b) the numerosity requirement is satisfied; (c) there are questions
6 of law and fact that are common to the Settlement Class, and those questions of law
7 and fact common to the Settlement Class predominate over any questions affecting
8 any individual Settlement Class Member; (d) the claims of the Plaintiffs are typical of
9 the claims of the Settlement Class they seek to represent for purposes of settlement;
10 (e) a class action is superior to other available means of adjudicating this dispute; (f)
11 and Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

12 7. The Court hereby grants preliminary approval of the Settlement as fair,
13 reasonable, and adequate in all respects to the Settlement Class Members, and orders
14 the Parties to consummate the Settlement in accordance with the terms of the
15 Settlement.

16 8. The Court preliminarily appoints as Class Counsel the following
17 attorneys: Marlin & Saltzman LLP (Stanley D. Saltzman and Adam M. Tamburelli),
18 29800 Agoura Road Suite 210, Agoura Hills, California 91301; and The Cullen Law
19 Firm, APC (Paul T. Cullen and Barbara Duvan-Clarke), 19360 Rinaldi Street #647,
20 Porter Ranch, California 91326;

21 9. The Court preliminarily appoints Plaintiffs Gerardo Ortega and Michael
22 Patton as settlement class representatives.

23 10. The Court finds that the Class Notice, set forth in Exhibit A to the
24 Settlement attached hereto, to be given to the Settlement Class Members, fully and
25 accurately informs all persons in the Settlement Class of all material elements of the
26 proposed Settlement, constitutes the best notice practicable under the circumstances,
27 and constitutes valid, due, and sufficient notice to all Settlement Class Members.

1 11. The Court preliminarily approves the plan of distribution as set forth in
2 the Settlement providing for the distribution of the Net Settlement Amount to
3 Settlement Class Members, as being fair, reasonable, and adequate.

4 12. In the event that the Settlement does not become effective in accordance
5 with the terms of the Settlement, then this Preliminary Approval Order shall be
6 rendered null and void to the extent provided by and in accordance with the
7 Settlement and shall be vacated, and, in such event, all orders entered and releases
8 delivered in connection herewith shall be null and void to the extent provided by and
9 in accordance with the Settlement, and each party shall retain his, her or its rights to
10 proceed with litigation of the Action.

11 13. The Court will hold a Fairness Hearing on February 11, 2019 at 9:00 a.m.
12 to determine whether the Settlement should be approved as fair, reasonable, and
13 adequate, and to determine whether a Final Order and Final Judgment should be
14 entered. The Fairness Hearing will be held at the United States District Court for the
15 Central District of California, Edward R. Roybal Federal Building, 255 Temple Street,
16 Los Angeles, CA 90012 - Courtroom 850.

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18 **IT IS SO ORDERED.**

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20 DATED: NOV 27 2018

21 *Gary Klausner*
22 Hon. R. Gary Klausner
23 United States District Judge
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