

Ortega vs. Watkins and Shepard Trucking, Inc., et al.
 Superior Court of California, County of San Bernardino
 Case No. CIVDS1826457

*A court authorized this Notice. This is not a solicitation.
 This is not a lawsuit against you and you are not being sued.
 However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: Individuals who are or have been employed by Watkins and Shepard Trucking, Inc. in the State of California as non-exempt, hourly, non-piece-rate-paid warehouse workers, lead warehouse workers, forklift operators, freight handlers, loaders, unloaders and exempt or non-exempt hourly-paid drivers from October 10, 2014 through March 2, 2020 (“Class Members”, or the “Class”)

IF YOU ARE A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE, **WITHOUT THE NEED TO RETURN A CLAIM FORM**, PROVIDED THE ADMINISTRATOR HAS A CURRENT MAILING ADDRESS ON FILE FOR YOU.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment check, you don't need to do anything. Your payment will be automatically mailed to you after the Court grants final approval to the Settlement. The estimated amount of your Settlement Payment is shown on page 10 of this Notice.
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information to ensure your Settlement Payment check is mailed to the correct address. You may use the enclosed Change of Address Form enclosed with this Notice or mail to the Administrator at the address shown in Paragraph 22 of this Notice.
EXCLUDE YOURSELF	You may exclude yourself (“opt out”) of the Settlement if you do not wish to participate in the Settlement. If you exclude yourself, you will not receive any payment under the Settlement. This is the only option which allows you to keep open the possibility of pursuing claims (in your own lawsuit) against Watkins and Shepard Trucking, Inc. for the same wrongs alleged in this case.
OBJECT	Write to the Court if you think the Settlement is not fair. You may also ask to speak in Court about why you think the Settlement is not fair. NOTE: If you ask to exclude yourself from the Settlement, you cannot also object.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **WATKINS AND SHEPARD TRUCKING, INC. WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER RELATED TO THIS ACTION.**

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BASIC INFORMATION**1. Why did I get this Notice?**

You received this Notice because Watkins and Shepard Trucking, Inc. (“W&S” or “Defendant”)’s records identify you as an individual who was employed by Defendant in the State of California as a non-exempt, hourly, non-piece-rate-paid employees, including warehouse workers, lead warehouse workers, forklift operators, freight handlers, loaders, unloaders, clerical and office workers and/or exempt or non-exempt hourly- paid driver who worked at any point from October 10, 2014 through March 2, 2020. This settlement expressly excludes any individuals who, as of March 25, 2021, have filed their own separate action as a named plaintiff alleging the same or similar claims being released by the settlement and/or who has previously released all claims against Defendant being settled and released by this Settlement Agreement.

The purpose of this Notice is to explain the Action, the Settlement, your legal rights, what benefits are available, who is eligible to receive a Settlement Payment, and how to get a Settlement Payment.

The Court in charge of the case is the Superior Court of California, County of San Bernardino; the case is known as the *Ortega v. Watkins and Shepard Trucking, Inc.*, Court Case No. CIVDS1826457.

2. What is this Action about?

A lawsuit was on filed October 10, 2018 by Plaintiff Allan Ortega and later amended by a consolidated Complaint which formally consolidated related actions. In this particular lawsuit, *Ortega v. Watkins and Shepard Trucking, Inc.*, Plaintiff claimed that all non-exempt, hourly, non-piece-rate-paid warehouse workers, lead warehouse workers, forklift operators, freight handlers, loaders, unloaders and exempt or non-exempt hourly-paid drivers employed by W&S failed to receive all minimum, regular and overtime wages in violation of California Labor Code §§204, 510, 1194, 1197, 1197.1, 1198 and failed to be provided compliant meal and rest periods or compensation in lieu thereof in violation of Labor Code §§ 226.7, 512(a), 1198. Plaintiff also seeks derivative claims for W&S’s failure to provide accurate and itemized wage statements in violation of Labor Code § 226, 226.3, 1174, 1198, 2699; W&S’ failure to provide all wages due at the time of separation from employment in violation of Labor Code §§201, 202, 203, 204, 256, 1198, 2699; and seeks recovery of civil penalties for violation of the Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*), based on the alleged Labor Code violations. Based on these allegations, Plaintiff also seeks recovery of damages for unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*, (“Action”).

W&S has denied all allegations in the Action and contends it has complied with California law at all times. The Settlement is not an admission of any wrongdoing by W&S or an indication that any law was violated.

3. Who are the Parties in this Action?

Plaintiff Allan Ortega was employed by W&S as a non-exempt or hourly paid warehouse worker from May 2015 to September 2016, when his employment ended.

Defendant Watkins and Shepard Trucking, Inc. is a Montana Corporation and was engaged in the business of hauling and delivery of freight throughout the United States, including the state of California.

4. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Allan Ortega) sue on behalf of themselves and other people who they allege have similar claims. The group of people with allegedly similar claims is called a “class.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. If a Court certifies (or approves) a class, that one court resolves the issues for all Class Members except for those who exclude themselves from the Class and this Settlement.

5. Who are the attorneys for the Plaintiff and Class?

MARA LAW FIRM PC
 DAVID MARA, Esq.
 dmara@maralawfirm.com
 MATTHEW CRAWFORD, Esq.
 mcrawford@maralawfirm.com
 2650 Camino Del Rio North, Suite 205
 San Diego, CA 92108
 Telephone 619.234.2833

If you have questions regarding this Settlement, you should contact Counsel for Plaintiff and the Class or the Administrator. Do NOT contact the attorneys for W&S, its attorneys, supervisors, or managers.

6. Why is there a Settlement?

The Settlement is a compromise. The two sides disagree on how much money, if any, might have been awarded if the lawsuit went to trial. The Court did not find that W&S violated the law, nor did it decide in favor of Plaintiff Allan Ortega. W&S denies all allegations of wrongdoing. There was no trial. Instead, both sides agreed to a no-fault settlement of the Action (“Settlement”). That way, they avoid the cost and risks of a trial and Class Members will get compensation from the Settlement. Plaintiff Allan Ortega, the appointed Class Representative, and his attorneys think the Settlement is best for all Class Members.

THE TERMS OF THE SETTLEMENT**7. What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$1,250,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Amount” or “GSA”). Out of this amount, Class Counsel will apply to the Court for: (1) attorneys’ fees of up to \$416,666.66 (33-1/3 % of the GSA); (2) litigation costs estimated to be \$25,000.00; (3) a Class Representative service payment of \$10,000.00 to Plaintiff Allan Ortega for his work and effort in prosecuting the Action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, and a general release of all claims; (4) Administration expenses estimated to be approximately \$13,500.00 to the Settlement Administrator, and (5) a payment to the California Labor Workforce and Development Agency, under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) in the sum of \$18,750.00 (75% of \$25,000.00 PAGA Penalty), with the remaining \$6,250.00 (25% of the \$25,000.00 PAGA Penalty) distributed to PAGA Members to cover the government’s share of all applicable civil penalties implicated or raised by the allegations of the Action, and the employer-sided taxes estimated at \$27,674.76. The exact amount of the attorneys’ fees and litigation costs, Class Representative service payment, and Administration expenses will be determined by the Court at a Final Approval hearing. It is presently estimated that the remaining portion of the Settlement, the “Net Settlement Amount” or “NSA,” will be \$738,408.58. The Net Settlement Amount will be apportioned and paid entirely to all Class Members who do not request to be excluded from (or “opt out” of) the Settlement. **A claim form is not required.** Any portion of the Net Settlement Amount that would

otherwise be paid to Class Members who opt out of the Settlement will be redistributed and paid to the Class Members who participate in the Settlement. In other words, the entire amount of the Net Settlement Amount will be paid to Class Members who do not opt out of the Settlement.

8. How will the Settlement Payments be calculated?

Class Members who worked at any time from October 10, 2014 through March 2, 2020 will receive a proportionate share of the Net Settlement Amount based on the number of Work Weeks worked at any time during the Class Period in relation to the aggregate number of Work Weeks worked by all Class Members during the Class Period.

9. How much will my Settlement Payment be?

The estimated amount of your Individual Settlement Payment is shown on the Employment Information Sheet, Page 10 of this Notice. It is based the number of Work Weeks you worked during the Class Period. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors including whether other Class Members request exclusion from the Settlement and how much the Court approves in attorneys' fees, litigation expenses, and other costs of suit.

HOW TO GET A PAYMENT

10. How can I get my Settlement Payment?

If you do nothing, once the Court approves the Settlement at a Final Approval hearing, your Individual Settlement Payment will be mailed to you automatically. You must, however, notify the Settlement Administrator of any change in your name and/or mailing address if the name and/or address to which this Notice was mailed is not correct. **It is your responsibility to keep the Administrator informed of any change in your mailing address. Your Individual Settlement Payment will be mailed to the last known address it has on file for you.** A Change of Address Form and a preprinted return envelope are enclosed for your convenience. You may also call the Administrator at 1-888-672-0826.

11. What do I do if I think my information and/or number of eligible Work Weeks are wrong?

As a Class Member, your Individual Settlement Payment will be based on the number of Work Weeks you worked during the Class Period. The number of your Work Weeks is shown on the Employment Information Sheet and obtained from W&S's records. If you believe the information included in the Employment Information Sheet is not right, you may send a letter to the Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before July 6, 2021. You should include any documents or other information supporting your belief that the information provided in the Employment Information Sheet is not correct. The Administrator will resolve any dispute regarding the number of eligible weeks you worked based on W&S's records and any information you provide. The employment data supplied by W&S will be presumed correct unless you supply company records from W&S showing contrary information.

12. When can I expect to receive my Settlement Payment?

If you do not request to be excluded from the Settlement, your Individual Settlement Payment check will be mailed to you approximately 20 business days after the Court grants final approval of the Settlement, if there are no objections filed and no appeals are filed or pending. **Your Individual Settlement Payment check will be mailed to the address on file for you, which is the address to which this Notice was mailed.** Again, if this address is not right, or if you move after you receive this Notice, you must inform the Administrator of the correct mailing address. For your convenience, a Change of Address Form and a pre-printed return envelope are enclosed. You may also call the Administrator at 1-888-672-0826.

Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any. If checks remain uncashed after 180 days of issuance, the Administrator will place a stop payment on all such checks and forward the sum represented by these uncashed checks to the California's Secretary of State, Controller, Unclaimed Property Division for further handling on behalf of the Class Member.

13. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, which means that you can't sue, continue to sue, or be part of any other Action against W&S concerning the legal issues in this Action. Specifically, you will be giving up or fully releasing and forever discharging Watkins and Shepard Trucking, Inc., and each of their respective affiliates, parent companies (including without limitation Schneider National, Inc. and Schneider National Carriers, Inc.), subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them (collectively, the "Released Parties"), of and from: any and all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, costs, expenses, attorneys' fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been asserted based on the facts and/or theories alleged in the Consolidated Complaint and/or in any other pleading filed in the Lawsuits or that will be filed pursuant to this Agreement, and all violations asserted in any notice sent to the LWDA pursuant to PAGA, whether or not referenced in any of those pleadings, based on the facts and/or theories alleged in the notices sent to the LWDA in connection with the Lawsuits, including but not limited to those that were, are or could be the basis of any of the claims (including without limitation under theories of successor liability, joint employer liability, agency and/or conspiracy) that the Released Parties failed to pay or underpaid wages of any type (including minimum, regular, overtime, double time, and terminal wages), failed to provide or pay for missed or non-compliant meal breaks, failed to provide or authorize and permit or pay for missed or non-compliant rest breaks, failed to furnish accurate itemized wage statements, failed to timely pay wages of any type, failed to reimburse employment-related expenses, violated the California Unfair Competition Law ("UCL"), violated any applicable state or federal Worker Adjustment and Retraining Act, violated the federal Fair Labor Standards Act ("FLSA"), and/or are subject to civil penalties under PAGA, based in whole or in part on any direct or imputed violation of any federal, state, local or administrative constitution, charter, law, rule, regulation or ordinance and whether for economic damages, noneconomic damages, restitution, statutory penalties, civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, costs of suit or other monies, through March 2, 2020.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you wish to preserve the option to pursue your own separate lawsuit against W&S for the claims asserted in this Action, or if you otherwise wish not to participate in the Settlement for whatever reason, you should request to be excluded from the Settlement. To exclude yourself from the Settlement, you must submit a written statement requesting exclusion from the Settlement (also referred to in this Notice as "opting out").

Your request for exclusion must (a) state your name, address, telephone number and the last four (4) digits of the social security number; (b) include a statement substantially similar to the following:

“I elect to opt-out of the *Ortega v. Watkins and Shepard Trucking, Inc.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement and will not receive a share of the settlement proceeds.”

(c) be addressed to the Administrator and mailed to the Administrator’s address shown in Paragraph 22; and (d) be signed by the Class Member. The request to opt out must be postmarked on or before July 6, 2021.

15. If I don’t exclude myself from the Settlement, can I sue W&S for the same thing later?

No. Unless you exclude yourself from this Action, you give up any right to sue W&S for the claims that this Settlement resolves. Individuals who already have a current lawsuit against W&S are not included in this Settlement. ***If you have a potential claim against W&S which has not been filed, you must speak to your lawyer in that case immediately.*** You must ask to exclude yourself from this Action to start your own lawsuit by returning the request for exclusion postmarked on or before July 6, 2021.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive an Individual Settlement Payment. The Individual Settlement Payment you would have been entitled to receive will be distributed to Participating Class Members who choose to remain in the Class and to participate. No portion of the Net Settlement Amount will go back to W&S as a result of any request by Class Members to be excluded from the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don’t like the Settlement?

If you don’t think the Settlement is fair, you may object to the Settlement and tell the Court your reasons for disagreeing with the Settlement. This is the process by which you can tell the Court if you think the Settlement as a whole is unfair. If you think that your Individual Settlement Payment was miscalculated, or the information shown in the Employment Information Sheet is wrong, please use the process set forth in Paragraph 11 above. If you submit an objection, the Court will consider your views. To object, you must send a letter stating that you object to the proposed Settlement. Written objections must be signed by the Class Member and must: (1) state the objecting Class Member’s name, address, and telephone number; (2) state the case name and number as follows: *Ortega v. Watkins and Shepard Trucking, Inc.*, Case No. CIVDS1826457; (3) describe in clear and concise terms, the basis for each objection; (4) be dated, and if the Class Member intends to use any document(s) to support an objection, copies of the document(s) should be included with the written objection at the time of submission. If the Class Member intends to be present at the time of the Final Approval Hearing to discuss the written objections, he or she should indicate that fact in the objection letter. The objection letter must be mailed to the Administrator at the address shown below:

Ortega v. Watkins and Shepard, Trucking Inc. Class Action Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You may appear in person at the time of the Final Approval Hearing to speak with the Court and discuss your objection. See Paragraphs 20 and 21.

18. What's the difference between objecting and requesting to be excluded from the case?

Objecting is simply telling the Court you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded from the Class is telling the Court that you don't want to be part of the Class. If you choose not to be a part of the Class, you have no basis to object because the case no longer affects you.

If you remain in the Class and object to any of the terms of the Settlement, the Court will consider your written objection when deciding whether to grant final approval to the Settlement. You do not need to appear to discuss the objection.

THE COURT'S FINAL FAIRNESS HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing in Courtroom S-26, of the Superior Court of California, County of San Bernardino located at 247 West Third Street, San Bernardino, California 92415 on August 4, 2021 at 10:00 a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service payment, and the Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has filed a written objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection as shown in Paragraph 17, the Court will consider it. If you plan to attend, your written objection letter should include reference to your intention to appear at the Final Approval Hearing. You may also hire and pay your own lawyer to attend if you so desire; see Paragraph 21.

21. May I appear and speak at the hearing?

If you have submitted a written objection, you may also personally appear at the Final Approval hearing to discuss your objection.

GETTING MORE INFORMATION

22. Who can I contact if I have questions about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Class and Representative Action Settlement and Release on file with the Court and contained on this website: <http://www.cptgroupcaseinfo.com/wstsettlement>. The Superior Court of California, County of San Bernardino is located at 247 West Third Street, San Bernardino, California 92415. Subject to ongoing COVID- 19 related closures, you may be able to view the Court's files any time Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m., excluding Court holidays. The case name and case number are *Ortega v. Watkins and Shepard Trucking, Inc.*, Case No. CIVDS1826457. You may also contact Class Counsel at the contact information listed above in Paragraph 5 if you have any questions about the

Settlement. You may also contact the court-appointed Administrator, CPT Group, Inc., by calling toll free 1-888-672-0826, or you can write to *Ortega v. Watkins and Shepard Trucking, Inc* Class Action Administrator at the following address:

Ortega v. Watkins and Shepard Trucking, Inc. Class Action Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF THE W&S' MANAGERS, SUPERVISORS, OR ITS ATTORNEYS ABOUT THIS SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

A. **W&S** will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives a Settlement Payment or who requests to be excluded from the Settlement.

B. **It is your responsibility to ensure that the Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment will be mailed.

C. **Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described in Paragraph 12, above. If your check is lost or misplaced, you should immediately contact the Administrator immediately to request a replacement.

Ortega v. Watkins and Shepard Trucking, Inc.
Superior Court of California, County of San Bernardino
Case No. CVIDS1826457

EMPLOYMENT INFORMATION SHEET

Class Member's Address on File with the Administrator:

Name: «Fname» «Lname»

Address: «Address1» «Address2»

City, State, Zip Code: «City», «State» «Zip»

Watkins and Shepard Trucking, Inc.'s records reflect that you are/were employed as an hourly paid, non-exempt California employee sometime during the Class Period, from October 10, 2014 through March 2, 2020 and shows the following:

- i. You have «Workweeks» Work Weeks worked during the Class Period, (October 10, 2014 through March 2, 2020).

Based on the number of Work Weeks shown above (obtained from W&S' records), it is estimated you will receive an estimated «EstAmount», less applicable payroll taxes. The amount shown is an estimate. The actual amount you receive may be more or less than the estimated amount shown, depending on a number of factors.

You do not have to take any action to receive your Settlement Payment. It will be mailed to you at the address shown above. If your address has changed, or is different than the address shown above, you must return the enclosed Change of Address Form to notify the Administrator your Settlement Payment must be mailed to a different address than shown above. You may also contact the Administrator by calling toll-free 1-888-672-0826.

Again, Settlement Payment checks will be voided 180 days after issuance and forwarded to the Unclaimed Property Division of the State of California's Controller's Department. It is highly recommended that after receipt of your Settlement Payment check, you immediately deposit or cash it.