

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

MAR 19 2025

BY Valerie Uruena
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

ADRIAN GONZALEZ, on behalf of himself,
all others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

PROFESSIONAL AUTO TRANSPORT,
INC.; ATCO AUTO CARRIERS, INC.; and
DOES 2-100,

Defendants.

Case No. CIVDS2010153

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS NOTICE, AND
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: March 19, 2025
Time: 8:30 a.m.
Dept.: S26

1 **I. RECITALS**

2 This action is currently pending before this Court as a certified class action and
3 representative action (the “Action”). Plaintiff Adrian Gonzalez have applied to this Court for an
4 order preliminarily approving the settlement of the Action in accordance with the Joint Stipulation
5 and Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto,
6 sets forth the terms and conditions for a proposed settlement and entry of judgment upon the terms
7 and conditions set forth therein. The Court has read and considered the Memorandum of Points
8 and Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
9 Action Settlement, Approval of Class Notice, Setting of Final Approval Hearing Date and the
10 declarations submitted therewith. For purposes of this Order, the Court adopts all defined terms as
11 set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s Motion for Preliminary
14 Approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The Agreement, and the obligations of the Parties as set forth therein, is fair,
18 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
19 light of the factual, legal, practical, and procedural considerations raised by this case.

20 3. The notice of proposed class action settlement attached as **Exhibit A** to the
21 Agreement complies with due process because the notice of proposed class action settlement is
22 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the
23 terms of the proposed Agreement; and (iii) their rights, including the right to either participate in
24 the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiffs’
25 proposed plan for class notice and settlement administration is the best notice practicable under
26 the circumstances.

27 4. On February 8, 2023, the Court granted class certification and certified the

1 following Class: All individuals who signed an Independent Contractor Agreement (“ICA”) with
2 Defendant ATCO Auto Carriers, Inc., who were dispatched in California, and who drove in
3 California at any time from June 2, 2016, through September 20, 2024.

4 **III. ORDER**

5 The Court having considered the papers submitted in support of the Motion for Preliminary
6 Approval, HEREBY ORDERS THE FOLLOWING:

7 1. The Court finds on a preliminary basis that the provisions of the Agreement are
8 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

9 2. The Agreement provides for the following release as to Participating Class
10 Members,¹ which is hereby approved conditionally: “All Participating Class Members, on behalf
11 of themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, release Defendants and the Released Parties from all wage
13 and hour claims that were alleged, or reasonably could have been alleged, based on the facts stated
14 in the operative complaint, including claims for misclassification of Plaintiff and Participating
15 Class Members as Independent Contractors. Participating Class Members do not release any other
16 claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers’
18 compensation, or claims based on facts occurring outside the Class Period.” The Class Released
19 Claims Period is June 2, 2016, through September 20, 2024.

20 3. This settlement also releases claims under the Private Attorneys General Act of
21 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
22 “Class Members who worked for Defendants at any time from November 24, 2018, to September
23 20, 2024.” PAGA Aggrieved Employees may not request to be excluded from the PAGA portion
24 of the settlement, including the PAGA Released Claims. All PAGA Aggrieved Employees will
25 receive a portion of the PAGA Payment.

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27 ¹ A Participating Class Members is a Class Member who do not request to be excluded from the
28 settlement.

1 4. The Agreement provides for the following release as to PAGA Aggrieved
2 Employees, which is hereby approved conditionally: "PAGA Aggrieved Employees shall release
3 Defendants and the Released Parties from any and all claims for civil penalties under the California
4 Labor Code and the Private Attorneys General Act predicated upon the Labor Code violations
5 asserted in the two Notices to the LWDA, the operative complaint, and all certified claims of the
6 Class and subclasses." The PAGA Released Claims Period is November 24, 2018, to September
7 20, 2024.

8 5. The settlement appears to be fair, adequate and reasonable to the Class. The
9 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
10 only to any objections that may be raised at the final approval hearing and final approval by this
11 Court.

12 6. The Court conditionally approves the request for a Class Representative
13 Enhancement Payment of \$15,000 to Plaintiff Adrian Gonzalez for his service as class
14 representative.

15 7. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

16 8. The proposed awards of up to \$133,333.33 in attorneys' fees and up to \$40,000 in
17 actual costs payable to Class Counsel are conditionally approved.

18 9. A final approval hearing on the question of whether the settlement, attorneys' fees
19 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
20 approved as fair, reasonable and adequate as to Class Members is scheduled in Department S26
21 on the date and time set forth in the Implementation Schedule below.

22 10. The Court confirms Apex Class Action LLC as the Settlement Administrator.

23 11. The proposed payment of up to \$5,000 in costs to Apex Class Action LLC for its
24 services as the Settlement Administrator is conditionally approved.

25 12. The Court also hereby conditionally approves and orders payment from the Gross
26 Settlement Fund of the PAGA Payment of \$20,000 (75% of which shall be paid to the Labor and
27 Workforce Development Agency, and 25% of which shall be distributable to PAGA Aggrieved

Employees).

13. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement in substantially the form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

14. The Court directs the mailing of the Notice of Class Action Settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendants to submit Class Data to Settlement Administrator:	[10 business days of entry of this Order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	[14 calendar days after receipt of the Class Data]
Deadline for Settlement Administrator to Set Up Settlement Website	[14 calendar days after receipt of the Class Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	[45 calendar days after mailing of Notice to Class Members]
Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes	[15 calendar days after Response Deadline]
Deadline for Class Counsel to file a Motion for Final Approval	July 11, 2025 [16 court days before Final Approval Hearing]

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Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	July 11, 2025 [16 court days before Final Approval Hearing]
Final Approval Hearing and Final Approval	August 4, 2025, at 8:30 a.m.

IT IS SO ORDERED.

Dated: 3/19/, 2025

By C. Towns
San Bernardino Superior Court Judge

Christian Towns