

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

NOTICE OF SETTLEMENT OF CLASS ACTION

GABRIEL CASILLAS, ET AL. V. ALL UNITED TRANSPORT, INC. ET AL.

CASE NO.: BC561976

If you provided truck delivery or pick-up services, in the State of California, for All United Transport, Inc. (“All United”) as an Owner-Operator, from October 27, 2010 to May 21, 2018, you may be eligible to participate in a class action settlement.

The purpose of this Notice is to inform you how to make a claim under the Settlement or to object to the Settlement.

The Superior Court of California, County of Los Angeles (the “Court”) has authorized this notice in *Gabriel Casillas, et al. vs. All United Transport, Inc., et al.*, Case No., BC561976.

Please read this notice carefully and in its entirety. The Court has authorized this notice. This is not a solicitation from a lawyer.

- Gabriel Casillas (“Plaintiff”) has sued All United, alleging claims relating to All United’s alleged failure to compensate its California Owner-Operator truck drivers for all hours worked, the alleged failure to provide meal and rest breaks in accordance with California law, and the alleged failure to reimburse expenses related to the maintenance and operation of trucks used by the Owner-Operators when hauling loads on All United’s behalf.
- The Court has allowed the Action to be a class action, for settlement purposes only, on behalf of all Owner/Operator truck drivers who provided services for All United in California from October 27, 2010 to May 21, 2018 (the “Class Period”). These Owner/Operator truck drivers who provided services for All United in California from October 27, 2010 to May 21, 2018 together constitute the “Class Members.” The Court has not decided whether All United did anything wrong, and All United specifically denies violating any laws or doing anything wrong.
- However, the Court preliminarily has approved a settlement of this case. Your legal rights may be affected, and you have a choice to make now. Your legal options and rights are detailed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<b>DO NOTHING</b>	<i><b>You may choose to do nothing.</b></i> <i>If you do nothing, then you will receive payment from the settlement, and you will give up your right to sue for alleged violations and related claims released by the Settlement.</i>
<b>OBJECT TO THE SETTLEMENT</b>	<i><b>You may object to the proposed Class Action Settlement.</b></i> <i>No later than September 10, 2018, you must timely mail the <b>Settlement Administrator</b> a written statement objecting to the Settlement and setting forth the grounds for your objection.</i>

Your options are explained in this notice.

- **Please read this notice carefully. See [www.simpluris.com/case-information/](http://www.simpluris.com/case-information/) for more information.**

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You are receiving this notice because the Superior Court of the State of California, County of Los Angeles has granted preliminary approval to a class-action settlement and you are a Class Member in the class certified by the Court.

As a Class Member, your interests are being represented at no expense to you by attorneys Gary A. Dordick and Cara Eisenberg, of the law firms Dordick Law Corporation and The Eisenberg Law Firm respectively (collectively "Class Counsel"). You may also hire your own lawyer at your own expense.

## **I. BACKGROUND OF THE CASE**

On October 27, 2014, Plaintiff Gabriel Casillas filed a putative class action complaint against All United Transport, Inc. (the "Action") in the Superior Court of California (Los Angeles County) on behalf of California residents who provided hauling services to All United as Owner/Operators from October 27, 2010 through May 21, 2018.

In the Action, the named Plaintiff generally claims that All United misclassified its Owner/Operator Truck drivers as independent contractors rather than as employees, failed to compensate them in accordance with California Labor laws, failed to provide meal and rest breaks to which they were entitled, and failed to reimburse them for miscellaneous truck and hauling related expenses. The Parties engaged in several months of investigation and damages analysis. Class Counsel conducted a thorough investigation into the facts of the Action. Class Counsel closely reviewed the data provided by Defendant to determine the amount of damages potentially available to Class Members and to weigh the merits of the case and likelihood of success and collection. Class Counsel also contacted and extensively interviewed many former and current Class Members. Class counsel reviewed extensive financial records provided by the Defendant and deposed All United's Owners and employees. The Parties participated in a mediation session with Daryll A. Forgey, Esq. of Judicate West and conducted numerous settlement discussions thereafter. Counsel for the Parties fully briefed their positions to the mediator. After extensive arms-length negotiations by the Parties both before, during, and after the formal mediation session, the Parties reached this Settlement.

This Settlement has been given preliminary approval by the Court, and this notice is being sent to all Class Members. You now have the opportunity to participate in or to object to the Settlement.

All United denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and that will be released by the Settlement, and the Court has not decided whether any violations occurred.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. Monetary Settlement**

All United has agreed to pay one hundred seven thousand (\$107,000) dollars and zero cents to settle the Action ("Gross Settlement Amount"). The Gross Settlement Amount will include requests to the Court for an award of attorneys' fees and costs (not to exceed 30% of the Gross Settlement Amount in attorneys' fees and up to \$16,000 in costs), payment to the Labor and Workforce Development Agency ("LWDA") of \$375 (representing 70% of the PAGA allocation of \$500), the costs of administering the class notice and settlement (which is currently estimated at being no more than \$7,000), and requests to the Court for an enhancement award for Class Representative, Gabriel Casillas of \$1,500.

The Net Settlement Amount shall be established by the Settlement Administrator for the benefit of Class Members and from which Class Members shall be paid. The Net Settlement Amount shall be the remainder of the Gross Settlement Amount after deductions of requests to the Court for award of attorneys' fees and costs (not to exceed 30% of the Gross Settlement Amount in attorneys' fees and up to \$16,000 in costs), payment to the Labor and Workforce Development Agency ("LWDA") of \$375 (representing 70% of the PAGA allocation of \$500), requests to the Court for an enhancement award for the Class Representative in the amount of \$1,500, and the costs of the class administrator.

### **B. Calculation of Claim Amount**

There are approximately 45 Class Members.

Class Members shall have their Claim Amount calculated as follows:

1. Your numerator shall be the total number of workweeks worked as an Owner/Operator for All United where you were not being compensated by All United for all truck related and driving expenses;
2. The denominator shall be the aggregate amount of all numerators;
3. Your proportionate share of the settlement shall be your numerator divided by the denominator;
4. The Settlement Administrator will multiply the Net Settlement Amount by your proportionate share of the settlement to determine your settlement award.

The exact amount that you may receive from the settlement is currently unknown and depends on the number of workweeks that you worked for All United during the Class Period.

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Based on information provided by All United, you will be credited for «MERGED\_WW» workweeks.

Payments to Class Members from the Net Settlement Fund shall be allocated as 100% reimbursement of expenses related to hauling services rendered on behalf of All United. You will receive an IRS Form 1099-MISC (designated as non-employee compensation) from the Settlement Administrator for these funds. You will be responsible to pay taxes, if any, for these funds. You are advised to consult with an accountant.

The checks issued pursuant to this Settlement shall remain negotiable for a period of one-hundred and eighty (180) days from the date of mailing. If you fail to negotiate (i.e., cash or deposit) your check(s) in a timely fashion, you shall remain subject to the terms of this Settlement. After the expiration of one-hundred and eighty (180) days, the sum of any un-cashed/un-deposited checks shall revert to the Net Settlement Amount and shall be sent instead to the Cy Pres recipient, Consumer Watchdog. You will be able to claim any funds that you are due from that Bureau.

### C. Release

“**Released Parties**” means All United Transport, Inc. and its respective past, present, and/or future, clients and/or owners, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assignors and joint venturers.

“**Released Claims**” means any and all claims, causes of action, damages, restitution, penalties and other relief based on the allegations of wrongdoing that were pled or alleged in the Action for violations of any local, state or federal laws, including, but not limited to, California Industrial Welfare Commission Wage Orders, the California Unfair Competition Law, Business & Professions Code section 17200, et seq., and the California Private Attorneys General Act (“PAGA”), Labor Code sections 2698-2699.5, or any other claims in law or equity, to the extent the claims, causes of action, damages, restitution, penalties, and other relief arose during the Class Period out of (a) failure to pay minimum wages, straight time wages, overtime wages, and bonuses, commissions or incentive wages; (b) failure to properly calculate minimum wages, straight time wages, overtime wages, and bonuses, commissions or incentive compensation; (c) failure to provide proper meal and rest periods, to properly provide premium pay in lieu thereof, and to properly calculate premium pay in lieu of meal and rest periods; (d) failure to reimburse or indemnify for losses or expenses incurred; (e) failure to provide complete and/or accurate wage statements; (f) failure to pay timely wages due or final wages due; (g) unfair business practices; (h) civil penalties under the Private Attorneys General Act (“PAGA”); (i) any other claims or penalties under the wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent possible, including but not limited to the California Labor Code, the California Industrial Welfare Commission Wage Orders, as to the facts alleged in the operative complaint, the applicable wage orders as to the facts alleged in the operative complaint, and the California Unfair Competition Law (collectively, the “Released Claims”). The Released Claims also include all claims under the Private Attorneys General Act (“PAGA”) premised on the facts and legal theories pleaded in the Action. The res judicata effect of the judgment will be the same as that of the Release.

Notwithstanding the foregoing, the Released Claims do not apply to or include any work by Plaintiff or class members provided to All United as an owner-operator or employee during any dates outside the Class Period, as defined herein. The Fair Labor Standards Act claims are only released as to those Class Members who submit claims.

Upon Final Approval by the Court of this Settlement, each Class Member, who has not previously opted out of the Class, shall be deemed to have fully released and discharged the **Released Parties** from the **Released Claims** for the Class Period to the fullest extent permitted by law. Further, the Class Representative (named Plaintiff) only will also be deemed to have, and by operation of the final judgment shall have, expressly waived and relinquished the **Released Claims** for the **Class Period**, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law.

Notwithstanding the foregoing, the Fair Labor Standards Act claims are only released as to those Class members who receive payment. Too, the Cal. Civil Code §1542 waiver shall not apply to absent class members who do not receive payment under the terms of the Settlement because they have opted out.

## III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

### A. Receive a Settlement Amount (Payment)

Your settlement amount calculation will be based upon your dates of service divided by the total amount of workweeks worked by all Class Members (who submit did not timely opt-out) during the Class Period. To dispute the dates of service stated on your Claimant’s Settlement Amount Notice, you must submit a written, signed dispute along with supporting documents to the Settlement Administrator at the address provided by **September 10, 2018** by mail. The Settlement Administrator will inform Class Counsel and Defense Counsel of the dispute. The Parties will meet and confer to determine whether an adjustment is warranted. If the Parties are unable to reach an agreement as to the amount of the adjustment or if an adjustment is warranted, then each side will submit a three (3) page brief to the Court, outlining each side’s respective position and have the Court decide the outstanding issue. The Court’s determination of the eligibility for and amount of any

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Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

**B. Objection to Settlement**

You may ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You must object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (Gabriel Casillas, *et. al. v. All United Transport, Inc.*, Case No. BC561976), (b) and be mailed to the administrator, Casillas v. All United Transport Inc., c/o Simpluris, Inc., P.O. Box 26170 Santa Ana, CA 92799, and (c) be postmarked on or before September 10, 2018.

You are foreclosed from objecting to this Settlement if you fail to file a timely written objection.

**YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.**

**IV. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 6 located at 312 N. Spring Street., Los Angeles, CA 90012, on **October 10, 2018**, at **11:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or be rescheduled without further notice to Class Members. You should check the settlement website or the Court's website (information provided below in section V.) to confirm that the date has not been changed.

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Settlement Hearing, you may appear personally or through counsel hired at your own expense, as long as you provide the Court with timely notice of your intent to appear. As a Class Member, your interests are being represented at no expense to you by Class Counsel, but you may hire your own lawyer at your own expense.

**V. ADDITIONAL INFORMATION**

This notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.simpluris.com/case-information/](http://www.simpluris.com/case-information/), by contacting class counsel at the phone numbers provided below, by accessing the Court docket in this case through the Court's website at <https://www.lacourt.org/>, or by visiting the office of the Clerk of the Court for the Superior Court of the State of California, County of Los Angeles, Civil Complex West, Department 308, 600 S. Commonwealth Ave., Los Angeles, CA 90005, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

<p><b>Class Counsel:</b> Gary A. Dordick, Esq. DORDICK LAW CORP.  Cara Eisenberg, Esq. The EISENBERG LAW Firm 509 South Beverly Dr. Beverly Hills, CA 90212 Telephone: (310) 551-0949</p>	<p><b>Settlement Administrator:</b> Casillas v. All United Transport Inc., c/o Simpluris, Inc., P.O. Box 26170 Santa Ana, CA 92799 Telephone: (888) 369-3780</p>
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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

BY ORDER OF THE COURT.

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