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SAN MATEO COUNTY

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**SAN MATEO COUNTY**

AUG 21 2020

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By TERRI MARAGOULAS  
DEPUTY CLERK

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10 Attorneys for Plaintiff JUAN LARA, as an individual and on behalf of all others similarly  
11 situated,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF SAN MATEO**

14 JUAN LARA, as an individual and on  
15 behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 PREMIERE RELOCATIONS  
19 SERVICES INC. dba CUMMINGS  
20 MOVING CO., a California corporation;  
21 and DOES 1 through 50, inclusive,

22 Defendant.

Case No.: 19CIV02396

**CLASS ACTION**

**~~AMENDED [PROPOSED]~~ ORDER**  
**GRANTING PRELIMINARY APPROVAL OF**  
**CLASS ACTION SETTLEMENT**

Assigned for all purposes to:  
Hon. Marie S. Weiner, Dept.: 2

Date: August 20, 2020  
Time: 3:30 p.m.  
Dept: 2

Complaint Filed: April 30, 2019  
Trial Date: None Set

1 On August 20, 2020, Plaintiff Juan Lara (the "Class Representative") Motion for  
2 Preliminary Approval of Class Action Settlement (the "Motion") came on for hearing. The Court  
3 has reviewed the Motion and the Joint Stipulation of Class Action Settlement and General  
4 Release ("Settlement Agreement"), along with the proposed Notice of Class Action Settlement  
5 ("Notice") attached ~~hereto~~ <sup>Amended</sup> the Declaration of Berkeh Alemzadeh, <sup>as Exhibit E</sup> pursuant to which the Class  
6 Representative, individually and on behalf of the Settlement Class for which he seeks to be the  
7 representative, has agreed to settle his claims against Defendant PREMIERE RELOCATIONS  
8 SERVICES INC. dba CUMMINGS MOVING CO. (the "Defendant"). The Court having also  
9 considered the Memorandum of Points and Authorities in support of the Motion and the  
10 declaration of counsel submitted in support thereof, and for good cause appearing therein, the  
11 Court now FINDS and ORDERS as follows:

- 12
- 13 1. The proposed Settlement Class satisfies the requirement of a class because the  
14 members are readily ascertainable and a well-defined community of interest exists  
15 in the questions of law and fact affecting the Parties.
  - 16 2. Pursuant to the Settlement, the certified class is defined as: "All present and  
17 former non-exempt employees who worked for Defendant in the State of  
18 California from April 30, 2015 through <sup>August 20, 2020</sup> ~~the preliminary approval date.~~" The Court  
19 hereby approves the class definition.
  - 20 3. The Settlement (including the proposed award of attorneys' fees, LWDA payment,  
21 litigation costs, and Enhancement Payment to the Class Representatives) falls  
22 within the "range of reasonableness" and therefore the Court grants preliminary  
23 approval of the Settlement. Based on a review of the papers submitted by the  
24 Parties, the Court finds that the Settlement is the result of arm's length negotiations  
25 conducted after Class Counsel had thoroughly and adequately investigated the  
26 claims and became familiar with the strengths and weaknesses of those claims.
  - 27 4. The Court finds and concludes that the proposed Notice, and the procedures set  
28 forth in the Settlement for providing notice to the Class will provide the best notice

1 practicable, satisfy all notice requirements, adequately advise Class Members of  
2 their rights under this Settlement, and therefore meet the requirements of due  
3 process. The Notice of Settlement (“Notice”) fairly, plainly, accurately, and  
4 reasonably informs Class Members of: (1) appropriate information about the  
5 nature of this Action, the definition of the Class, the identity of Class Counsel,  
6 and the essential terms of the Settlement; (2) appropriate information about  
7 Plaintiffs and Class Counsel’s forthcoming applications for the enhancement  
8 payment to the Class Representatives and the Class Counsel attorneys’ fees and  
9 litigation costs award; (3) appropriate information about how the proceeds of the  
10 Settlement will be distributed, and about Class Members’ rights to appear through  
11 counsel if they desire; (4) appropriate information about how to object to the  
12 Settlement, if a Class Member wishes to do so; and (5) appropriate instructions as  
13 to how to obtain additional information regarding this Action and the Settlement.  
14 The proposed plan for mailing the Notice, Claim Form, by first class mail to the  
15 most current mailing address information from a National Change of Address  
16 Search (NCOA) based on the most current information provided from  
17 Defendant’s records, is an appropriate method, reasonably designed to reach all  
18 individuals who would be bound by the Settlement. If Notice forms are returned  
19 because of incorrect addresses, the Claim Administrator shall use reasonable  
20 practices to obtain more current address information for Class Members (such as  
21 utilizing Class Members’ Social Security numbers to search electronic address  
22 databases) and re-mail the Notice forms to any new address thus obtained. If new  
23 address information is obtained by return mail, the Claim Administrator shall  
24 promptly forward the Notice to the addressee via first class regular U.S. Mail. On  
25 all such re-mails, the Claims Administrator shall indicate on the Notice the date it  
26 was re-mailed, and notify counsel for Defendant and Plaintiffs of the date of each  
27 re-mailing.  
28

- 1 5. All Settlement Class Members, including both current and former employees of  
2 Defendant, are not required to take any action to receive Individual Settlement  
3 Awards based on the qualifying hours calculation.
- 4 6. The Notice (collectively, the "Notice Packet"), and the manner of distributing the  
5 Notice Packet, are approved.
- 6 7. The Parties are ordered to carry out the Settlement according to its terms.
- 7 8. Plaintiff Juan Lara is appointed the Class Representative for the Class. Kevin  
8 Mahoney, Anna Salusky Mahoney, and Berkeh Alemzadeh of Mahoney Law  
9 Group, APC are appointed Class Counsel.
- 10 9. The Court appoints Phoenix Class Action Administration Solutions as the Claims  
11 Administrator. Promptly following the entry of this Order, the Claims  
12 Administrator will prepare final versions of the Notice Packets, incorporating into  
13 them the relevant dates and deadlines set forth in this order.
- 14 10. Within ten (10) days of preliminary approval, Defendant shall provide the Claims  
15 Administrator with the following information that is within Defendant's possession  
16 for each Class Member: (1) the Class Member's name, (2) last known address, (3)  
17 social security number, (4) the Class Member's employee identification number;  
18 and (4) each Class Member's total number of work weeks. This information shall  
19 be based on Defendant's payroll and other business records and in a format readily  
20 accessible to Defendant. The data contained in the Database shall remain  
21 confidential and shall not be disclosed to anyone, except to applicable taxing  
22 authorities and as needed by the Claims Administrator to carry out the reasonable  
23 efforts required by this Agreement, or pursuant to express written authorization by  
24 Defendant or by order of the Court. The Claims Administrator shall be authorized  
25 to use any reasonable practices to locate Class Members in order to provide them  
26 with Notice Packets and/or Settlement Payments. Neither Class Counsel nor the  
27 Claims Administrator may use the Database for any purpose other than to  
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1 administer the Settlement as provided in the Settlement.

- 2 11. Within seven (7) days after receipt of the database containing Defendant's records  
3 pursuant to the Settlement, herein, the Claims Administrator shall mail a copy of  
4 the Notice to all Class Members by first class regular U.S. mail, using the most  
5 current mailing address information possessed by Defendant. The Claims  
6 Administrator will engage in address searches consistent with their normal  
7 practices in settlements of wage claims, including skip tracing. Any returned  
8 envelopes from this mailing with forwarding address will be utilized by the Claims  
9 Administrator to forward the Notice to the Class Members.
- 10 12. Class Members will receive an Individual Payment, unless they submit a timely  
11 Request to be excluded from the Settlement.
- 12 13. Each Notice of Settlement will include the total Individual Weeks Worked by the  
13 Class Members during the Relevant Time Period. To the extent a Class Member  
14 disputes the information listed on his or her Notice of Settlement, the Class  
15 Member may produce evidence to the Claims Administrator showing the number  
16 of hours the Class Member contends to have worked during the Class Period.  
17 Defendant's records will be presumed determinative, but the Parties will meet and  
18 confer to evaluate the evidence submitted by the Class Member. If the Parties  
19 cannot agree, the dispute will be submitted to the Claims Administrator whose  
20 decision as to the proper number of Individual Work Weeks will be final and  
21 binding. In the event Notices are re-mailed to certain Class Members by the  
22 Claims Administrator, those Class Members will have sixty (60) days from the  
23 second mailing to exclude themselves from the Settlement or to object to the  
24 Settlement. All objections to the Settlement must be in writing and be sent to the  
25 Claims Administrator within sixty (60) days after the initial mailing of the Notice  
26 Packets by the Claims Administrator in accordance with the specific instruction  
27 set forth in the "Notice of Settlement of Class Action", unless the Class Member  
28

1 received another Notice in a second mailing. In the event a Class Member  
2 receives a second mailing of the Notice, the Class Member will have forty-five  
3 (45) days from the second mailing to object to the Settlement. Pursuant thereto,  
4 copies of all objections will be sent to Class Counsel and Defendant's Counsel,  
5 by the Claims Administrator. The objection must be in writing and contain his or  
6 her intent to object. A Class Member who fails to file and serve a timely written  
7 statement of objection in the manner described above will be deemed to have  
8 waived any objections and will be foreclosed from making any objection (whether  
9 by appeal or otherwise) to the Settlement. Only Class Members who have not  
10 excluded themselves from the Settlement (i.e. "opted-out") may file objections.  
11 In the event more than Five (5%) of the Settlement Class opt out of the Settlement,  
12 Defendant maintains the right to withdraw from the Settlement. The date of filing  
13 with the Claims Administrator shall be the exclusive means for determining  
14 whether an objection has been timely filed.

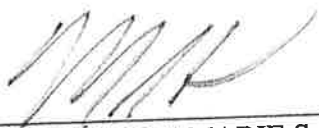
- 15 *On December 9, 2020 at 10:00 a.m. in Dept. 2,*  
16 14. *^* The Court will conduct a Final Approval Hearing to determine: (1) whether the  
17 proposed Settlement is fair, reasonable, and adequate and should be finally  
18 approved by the Court; (2) the amount of attorneys' fees and costs to award to Class  
19 Counsel; and (3) the amount of Enhancement Payment to the Class Representatives.  
20 If the settlement is finally approved by the Court, this matter will be dismissed,  
21 with prejudice, and Defendant will receive a release of claims as set forth in the  
22 Settlement Agreement. *The hearing will be remote only*  
23 15. Briefs in Support of Final Approval of the Settlement shall be filed on or before "a  
24 *by court call, unless ordered otherwise.*  
25 date to be determined," no later than Sixteen (16) court days before the Final  
26 Approval Hearing, *and proof of service on LWDA.*  
27 16. The Court reserves the right to continue the date of the Final Approval Hearing  
28 without further notice to Class Members. The Court retains jurisdiction to  
consider all further applications arising out of or in connection with the

1 Settlement.

2 17. In the event the Settlement is not finally approved, or otherwise does not become  
3 effective in accordance within the terms of the Settlement, this Order shall be  
4 rendered null and void and shall be vacated, and the Parties shall revert to their  
5 respective positions as of before entering into the Settlement.  
6

7 **IT IS SO ORDERED.**

8  
9  
10 DATED: 8/20/20

  
11 THE HONORABLE MARIE S. WEINER  
12 JUDGE OF THE SUPERIOR COURT  
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**PROOF OF SERVICE**

Code of Civ. Proc. § 1013a, subd. (3)

**STATE OF CALIFORNIA, COUNTY OF SAN MATEO**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On August 19, 2020, I served true copies of the following document(s): **AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**. I served the document(s) on the person(s) below as follows:

<p>Denis S. Kenny, Esq. John B. Lough, Esq. Ryan W. Stahl, Esq. <b>Scherer Smith &amp; Kenny LLP</b> 140 Geary Street, Seventh Floor San Francisco, CA 94108</p> <p><b>Via Email</b></p>	<p>Attorneys for Defendants PREMIERE RELOCATIONS SERVICES, INC. dba CUMMINGS MOVING COMPANY</p> <p>Telephone: (415) 433-1099 Facsimile: (415) 433-9434 Email: <a href="mailto:dsk@sfcounsel.com">dsk@sfcounsel.com</a> <a href="mailto:jbl@sfcounsel.com">jbl@sfcounsel.com</a> <a href="mailto:rws@sfcounsel.com">rws@sfcounsel.com</a></p>
<p>Honorable Marie S. Weiner Department 2 Hall of Justice and Records 400 County Center, 2nd Floor Redwood City, California 94063</p> <p><b>Via FedEx</b></p>	


The document(s) were served by the following means:

**By overnight delivery:** I enclosed the document(s) in an envelope or package provided by Federal Express and addressed to the person(s) at the addresses above. I then placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

**By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address [npierson@mahoney-law.net](mailto:npierson@mahoney-law.net). Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

**(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 19, 2020**, at Long Beach, California.

  
\_\_\_\_\_  
Nicole Pierson



SERVICE LIST  
*Lara v. Premiere Relocations, Class/PAGA Action 19CIV02396*  
as of October 2019

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**ENDORSED FILED  
SAN MATEO COUNTY**

AUG 21 2020

Clerk of the Superior Court  
By TERRI MARAGOULAS  
DEPUTY CLERK

**AFFIDAVIT OF MAILING**

**CASE NUMBER: 19CIV2396**

**JUAN LARA vs. PREMIER RELOCATIONS SERVICES INC.**

**DOCUMENT: ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

I declare, under penalty of perjury, that on the following date I deposited in the United State Post Office Mail Box at Redwood City, California a true copy of the foregoing document, enclosed in an envelope, with the proper and necessary postage prepaid thereon, and addressed to the following:

KEVIN MAHONEY  
BERKEH ALEMZARDEH  
MAHONEY LAW GROUP  
249 East Ocean Blvd., Suite 814  
Long Beach, CA 90802

DENIS KENNY  
RYAN STAHL  
JOHN LOUGH JR.  
SCHERER SMITH & KENNY LLP  
140 Geary Street, 7<sup>th</sup> Floor  
San Francisco, CA 94108

**Executed on: August 21, 2020  
at Redwood City, California**

**NEIL TANIGUCHI  
CLERK OF THE SUPERIOR COURT**

By: TERRI MARAGOULAS  
Terri Maragoulas  
Deputy Clerk