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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX LITIGATION CENTER

OCT 21 2020

DAVID H. YAMASAKI, Clerk of the Court

BY: RE, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ANDRES LOPEZ an individual; and
CHERYL BENNETT an individual, on
behalf of themselves and all others similarly
situated;

Plaintiffs,

vs.

OTTNO INC. a California corporation
doing business as The National Autoloan
Network; MARCO J. RASIC, an individual;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2017-00951422-CU-OE-CXC

*[Assigned to the Hon. William D. Claster,
Dept. CX102]*

CLASS ACTION

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF THE SETTLEMENT
CLASS**

Date: October 9, 2020
Time: 9:00 a.m.
Dept.: CX102

1 Plaintiffs Andres Lopez and Cheryl Bennett’s (“Plaintiffs”) unopposed motion for an
2 order granting preliminary approval of the proposed settlement of the above-captioned action
3 on a class-wide basis, approving the manner and content of notice to the class, and setting a
4 final approval hearing came on for hearing before the above-entitled court.

5 Having read the First Amended Class Action Settlement Agreement (“Settlement
6 Agreement”) attached as **Exhibit “1”** to the Supplemental Declaration of Ashley Davenport in
7 Support of the Motion for Preliminary Approval of Class Action Settlement and supporting
8 documents, the unopposed motion for preliminary approval, as well as the points and
9 authorities and declarations filed in support thereof, the Court finds that: the proposed
10 settlement appears fair, reasonable, and adequate; notice of the proposed settlement should be
11 sent to the class in the manner described herein; and a hearing should be held after said notice
12 is issued to determine if the Settlement Agreement and the proposed settlement are fair,
13 reasonable, and adequate to the class and if an order granting final approval should be entered
14 in this action based upon the terms of the Settlement Agreement.

15 **IT IS THEREFORE ORDERED THAT:**

16 1. This Order incorporates by reference the parties’ Settlement Agreement and all
17 defined terms herein shall have the same meaning as set forth in the Settlement Agreement.

18 2. The Court finds that the Plaintiffs ~~conducted extensive investigation and~~
19 ~~research, and that they~~ were able to reasonably evaluate their positions and the strengths and
20 weaknesses of their claims and their ability to certify them. Plaintiffs have provided the Court
21 with enough information about the nature and magnitude of the claims being settled, as well as
22 the impediments to recovery, to make an independent assessment of the reasonableness of the
23 terms to which the Parties have agreed.

24 3. The Court also finds that the settlement now will avoid additional and
25 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
26 to litigate the Action.

27 4. The rights of any potential dissenters to the proposed Settlement are adequately
28 protected in that they may exclude themselves from the Settlement and proceed with any

1 alleged claims they may have against Defendants, or they may object to the Settlement and
2 appear before this Court. However, to do so they must follow the procedures outlined in the
3 Settlement Agreement and Notice of Class Action Settlement.

4 5. The Settlement Agreement, the proposed Settlement described therein, and the
5 Total Settlement Amount of \$475,000.00 (“Total Settlement Amount”) are preliminarily
6 approved as fair, reasonable, and adequate.

7 6. The Court hereby certifies the Settlement Class as: All current and former
8 employees of Defendants who worked in California as a salesperson at any time during the
9 period starting on October 23, 2013, through the date of this Order.

10 7. The Court hereby appoints Patricio Barrera of Barrera & Associates, Ashley
11 Davenport of Davenport Law, PC, David Mallen of Employee Law Group and Walter Haines
12 of United Employees Law Group as Class Counsel ~~and hereby preliminarily approves Class~~
13 ~~Counsel’s request for attorneys’ fees in the amount of \$166,250 and litigation costs in an~~
14 ~~amount not to exceed \$15,000 to be paid out of the Total Settlement Amount. Any portion of~~
15 ~~this allocation of \$15,000 for litigation costs that is not utilized by Class Counsel will be~~
16 ~~reincorporated into the Net Settlement Fund.~~

17 8. The employer’s share of payroll taxes will be paid by Defendants separate and
18 apart from the Total Settlement Amount.

19 9. The Court hereby appoints Plaintiffs Andres Lopez and Cheryl Bennett as the
20 Class Representatives, ~~and hereby preliminarily approves their Class Representative Service~~
21 ~~Award request in the amount of \$10,000 each to Plaintiffs Andres Lopez and Cheryl Bennett~~
22 ~~(\$20,000 in total) to be paid out of the Total Settlement Amount.~~

23 10. The Court hereby preliminarily approves the PAGA allocation of \$12,000, with
24 25%, or \$3,000, to Class Members as part of the Net Settlement Fund, and with 75%, or \$9,000,
25 to the California Labor and Workforce Development Agency, all to be paid from the Total
26 Settlement Amount.

27 11. A hearing (“Final Approval Hearing”) shall be held before the Honorable
28 William D. Claster or other assigned judicial officer in Department CX102 of the County of

1 Orange Superior Court located at 700 W. Civic Center Drive, Santa Ana, CA 92701 on March
2 26, 2021 at 9:00 a.m. to determine whether the proposed Settlement, on the terms and
3 conditions provided for in the Settlement Agreement, is fair, reasonable, and adequate and
4 whether said Settlement should be finally approved by the Court. The Court may adjourn or
5 continue the Final Approval Hearing without further notice to the Settlement Class Members.

6 12. The Court hereby approves, as to form and content, the Notice of Proposed
7 Class Action Settlement and Class Member Information Form attached hereto as **Exhibit "A"**
8 ("Class Notice") and the Opt-Out Form attached hereto as **Exhibit "B"**.

9 13. The Court hereby appoints Phoenix Class Action Administration Solutions
10 ("Phoenix") as the Settlement Administrator and preliminarily approves the settlement
11 administration costs in the amount of \$8,000 to be paid out of the Total Settlement Amount.
12 Any portion of this allocation of \$8,000 that is not utilized by the Settlement Administrator
13 will be reincorporated into the Net Settlement Fund.

14 14. The Court finds that the mailing of the Class Notice and Opt-Out Forms
15 (hereinafter collectively referred to as the "Notice Packet") substantially in the manner and
16 form as set forth in the Settlement Agreement and this Order meets the requirements of Section
17 382 of the Code of Civil Procedure, Rule 3.769 of the California Rules of Court, and due
18 process, and is the best notice practicable under the circumstances, and shall constitute due and
19 sufficient notice to all persons entitled thereto.

20 15. Within ten (10) days after the Court's Order granting preliminary approval,
21 Defendants shall provide the Settlement Administrator with a "Class List" based on its
22 business records, listing each potential Class Member's name, social security number, last
23 known address as recorded in Defendants' records, and the beginning and ending dates of that
24 employee's period of employment with Defendants within the Class Period.

25 16. Within twenty (20) days of receiving the list of Class Members from Defendant,
26 the Settlement Administrator shall mail the Notice Packet to the Class Members by First Class
27 mail through the United States Postal Service.

28 17. The Settlement Administrator will perform an address update check prior to

1 mailing and will use appropriate skip tracing to take appropriate steps to ensure that the Notice
2 Packet will be sent to the Class Members. If no forwarding address is affixed to a returned
3 Notice Packet, the Settlement Administrator shall make one further attempt to locate the
4 individual by any reasonable means. If after this attempt, the Settlement Administrator is
5 unable to locate the individual(s), the Settlement Administrator, Class Counsel, the Class
6 Representatives, Defendants, and Defendants' counsel shall be deemed to have fully satisfied
7 their obligation to provide the Notice Packets to the affected member of the Class.

8 18. Class Members will have a total of forty-five (45) calendar days after the initial
9 mailing date to timely exclude themselves from or object to the proposed Settlement. Any
10 such person who chooses to be excluded from the proposed Settlement will not be entitled to
11 any recovery from the proposed Settlement and will not be bound by the Settlement Agreement
12 or have any right to object, appeal, or comment thereon. Class Members who do not opt out of
13 the Settlement will receive their allocated portion of the Settlement without any affirmative
14 action on their part.

15 19. All discovery and other pretrial proceedings are stayed and suspended until
16 further order of the Court, except such proceedings as may be necessary to implement the
17 Settlement Agreement and this Order.

18 20. The Court reserves the right to adjourn or continue the date of the Final
19 Approval Hearing without further notice to the Class, and retains jurisdiction to consider all
20 further applications arising out of or connected with the proposed Settlement pursuant to
21 California Code of Civil Procedure §664.6.

22 **IT IS SO ORDERED.**

23
24 DATE: _____

10-21-20



Honorable William D. Claster
Orange Superior Court

EXHIBIT A

A court authorized this Notice. This is not a solicitation from a lawyer.

THE ORANGE COUNTY SUPERIOR COURT HAS PRELIMINARILY APPROVED A CLASS ACTION SETTLEMENT THAT MAY AFFECT YOU.

If you were employed by Ottno Inc., which does business as The National Auto Loan Network, as a salesperson at any time between October 23, 2013, and [PRELIMINARY APPROVAL DATE], the settlement agreement discussed below may affect your rights. In this Notice, Ottno, Inc., The National Auto Loan Network, and Marco J. Rasic are referred to as “Defendants.”

This proposed settlement will resolve a class action lawsuit pending in the Superior Court of the State of California, Orange County, titled *Lopez, et al. v. Ottno Inc., et al.*, Case No. 30-2017-00951422-CU-OE-CXC (the “Action”). On [PRELIMINARY APPROVAL DATE], the Court preliminarily approved the settlement. If the Court grants final approval of the settlement, there will be money available to you.

Based on Defendants’ records, you worked [INDIVIDUAL’S WORKWEEKS] during the relevant time period as a salesperson for Ottno Inc., doing business as The National Auto Loan Network, and your *estimated* payment if you participate in the settlement is [ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT].

Your legal rights will be affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you are a Class Member and you do nothing, you will be part of the settlement, receive a settlement payment, and be bound by the judgment entered by the court.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A REQUEST TO “OPT-OUT”	If you exclude yourself, you will get no payment from the settlement.
OBJECT	You can submit a written objection about why you do not like the settlement. If you object to the settlement, you will remain a member of the Class, and if the Court approves the settlement, you will collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
GO TO A HEARING	You can ask to speak to the Court about the fairness of the settlement. If you go to a hearing, you will remain a member of the Class, and if the Court approves the settlement, you will collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.

- **Regardless of the option you choose, you will not be retaliated against for exercising your rights.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [NOTICE + 45 DAYS].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

WHY DID I GET THIS NOTICE?

You received this Notice because records show that you were employed in California by Ottno Inc., dba The National Auto Loan Network, and/or Marco J. Rasic as a salesperson at some time during the period starting on October 23, 2013, through [PRELIMINARY APPROVAL DATE]. Therefore, you are entitled to receive payment if the Court grants final approval of the settlement. You also have other options as described below.

QUESTIONS? CALL TOLL FREE [1-800-000-000]

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Andres Lopez and Cheryl Bennett filed a complaint against Defendants in the Orange County Superior Court. The complaint alleges that Defendants failed to pay proper wages for all hours worked, pay overtime, pay double time wages, provide lawful meal periods, permit lawful rest periods, furnish timely and accurate wage statements, pay minimum wage, pay overtime and double time at the proper hourly rate, indemnify/reimburse necessary expenses incurred in the discharge of work duties, payed wages below designated scale and pay waiting time penalties, violated California's Private Attorneys General Act of 2004 (Cal. Labor Code §2698, et seq.) ("PAGA"), and allegedly engaged in unfair business practices pursuant to Business and Professions Code Section 17200, et. seq.

Defendants deny the allegations. Defendants contend that their policies, practices, and procedures were and are fully compliant with all applicable legal requirements. Nothing in this Notice or the settlement agreement means that Defendants admit to any wrongdoing.

The Court has not made any ruling on the merits of this case, and Plaintiffs and Defendants have agreed to settle the Action, subject to the approval of the Court. You may also visit the Court's website at www.occourts.org and look up the case by using the Case Number (30-2017-00951422-CU-OE-CXC) and the Year Filed (2017).

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Class Member, and therefore part of the settlement, if you were employed by Ottno Inc., dba The National Auto Loan Network, and/or Marco J. Rasic as a salesperson at any time between October 23, 2013, and **[PRELIMINARY APPROVAL DATE]**.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court grants final approval, Defendants will pay a Total Settlement Amount of \$475,500 for fees, costs, and expenses associated with the settlement, and distribution to the Class Members who participate in the settlement.

The amount you are entitled to receive depends on how many weeks you worked for Defendants as a salesperson during the period covered by the Settlement, and how many other Class Members participate in the settlement and how long each of them worked for Defendants as a salesperson during the period covered by the Settlement. The first page of this notice shows the number of weeks you worked for Defendants as a salesperson during the relevant time period, and your *estimated* payment if you participate in the settlement.

If you believe your total weeks worked as a salesperson during the period covered by the Settlement shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct. You will need to submit any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendants' records and any information you provide. Any disputes not otherwise resolved by the Settlement Administrator will be resolved by the Court. Any such dispute must be mailed to the Settlement Administrator no later than **[DATE]**.

The parties estimate the fees, costs, and expenses associated with the settlement will be as follows: (i) Administration Costs estimated not to exceed \$8,000; (ii) an attorneys' fee award (to be requested by Class Counsel) not to exceed \$166,250; (iii) a cost award (to be requested by Class Counsel) not to exceed \$15,000; (iv) a service award payment (to be requested by the two Plaintiffs and paid to the two Plaintiffs for their efforts in this matter) up to a total of \$20,000; and (v) a payment to the California Labor and Workforce Development Agency of \$9,000. If the Court declines to award any of these amounts, or decides to reduce them, then those sums will be allocated to the Net Settlement Fund for payment to Class Members.

HOW DO I RECEIVE A BENEFIT?

To receive a benefit from the settlement and recover a share of the Net Settlement Fund, **you do not need to take any action**. Once the notice period has passed, and upon final approval by the Court, settlement checks will be sent to Participating Class Members (those that did nothing and remained part of the Class).

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You have the right to exclude yourself from (or “opt-out” of) the settlement. If you exclude yourself, you will be giving up the right to receive any payment and the right to object, but you will be free to pursue claims individually against Defendants if you wish.

To exclude yourself from the settlement, you must inform the Settlement Administrator in writing of your name, address, and your intention to be excluded. The enclosed Request for Exclusion may be used to make a request to be excluded from the settlement. *You cannot exclude yourself by telephone, website, or e-mail.* All Requests for Exclusion must be signed and mailed to the Settlement Administrator, postmarked no later than **[NOTICE + 45 DAYS]**, and sent to the following address:

Phoenix Class Action Administration
Attn: Settlement in Lopez/Bennett v. Ottno, Inc.
[ADDRESS OF ADMINISTRATOR]

If you return a late Request for Exclusion, the Request will be deemed invalid and you will remain a member of the settlement class and will be bound by all of the terms of the settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

If you do not exclude yourself, you have the right to object to the settlement. All objections must be signed and mailed to the Settlement Administrator, postmarked no later than **[NOTICE + 45 DAYS]**, and sent to the following address:

Phoenix Class Action Administration
Attn: Settlement in Lopez/Bennett v. Ottno, Inc.
[ADDRESS OF ADMINISTRATOR]

For an objection to be valid, it must contain: (a) the full name and address of the Class Member; (b) a written statement of all of the grounds for the objection, accompanied by legal support for the objection; and (c) the signature of the Class Member or his/her attorney (if he/she has one). You may appear in person at the Final Fairness and Approval Hearing to present any oral objections even if you do not submit a timely written objection.

You will not be excluded from the settlement by submitting an objection, and you will be entitled to receive your respective share of the settlement even if you object.

DO I HAVE A LAWYER IN THE CASE?

The Plaintiffs and the settlement class are represented by the following three law firms (“Class Counsel”):

Ashley Davenport	Patricio T.D. Barrera	David Mallen	Walter L. Haines
DAVENPORT LAW PC	BARRERA & ASSOCIATES	EMPLOYEE LAW GROUP	UNITED EMPLOYEES
2298 E. Maple Avenue	2298 E. Maple Avenue	840 Apollo St, Suite 311	LAW GROUP
El Segundo, CA 90245	El Segundo, CA 90245	El Segundo, CA 90245	5500 Bolsa Ave. Suite 201
Tel: (310) 504-3989	Tel: (310) 802-1500	Tel: (310) 606-0065	Huntington Bch, CA 92649

You will not be personally charged for their work on the case. Class Counsel has proposed a fee split wherein each Class Counsel law firm will be receiving 25% of the attorneys’ fees awarded by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

IS THERE A RELEASE OR WAIVER?

Yes. Unless you affirmatively exclude yourself from the settlement, you will agree to the “Release by Participating Class

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

Members,” as described in Paragraph 31 of the Settlement Agreement. (The settlement agreement is available on the settlement website at [URL].) The release covers a period from October 23, 2013, to [PRELIMINARY APPROVAL DATE]. That means that you cannot sue, continue to sue, or be part of any other lawsuit against either Defendant or other Released Parties about the legal issues in this case. It also means that the Court’s orders will apply to you and legally bind you. Here is the full text of the Release from the settlement agreement:

As of the Effective Date, and except as to the rights and obligations created by this Agreement, all Participating Class Members (including Plaintiffs themselves), hereby release, dismiss and forever discharge Defendants Ottno, Inc. dba National Auto Loan Network, and Marco J. Rasic, and their past or present owners, parent entities, subsidiaries, managers, agents, insurers, co-workers and each and all of their respective officers, directors, and shareholders (collectively “Released Parties”) from all claims, causes of action, demands, rights and liabilities of every nature and description that are asserted in or arise from the factual allegations and/or legal assertions made in the Class Action, individually or on a class-wide basis, during the Class Period. This release extends to all claims for unpaid wages, premiums, restitution, and civil and statutory penalties under the California Labor Code, Wage Orders, applicable regulations, and/or provisions of state law governing wages and hours of work that were brought or that could have been brought in the Class Action based on the facts and allegations asserted in any complaint and pleading filed in the Class Action, including but not limited to, claims for unpaid overtime wages, double time wages, meal period violations, rest break violations, failure to reimburse for business expenses (including cell phone reimbursement), untimely payment of wages, wage statement violations, failure to pay wages, overtime, and double time, at the proper regular rate of pay, failure to pay minimum wage, secret payment of wages below pay scale and unfair business practices pursuant to Business and Professions Code Section 17200 *et seq.* (“Released Claims”). As a result of this release, Participating Class Members will not be aggrieved employees for purposes of PAGA for the Released Claims during the Class Period.

WILL THERE BE A HEARING?

The Court will hold a Final Approval Hearing of the settlement on [DATE AND TIME] in Department _____ of the Superior Court of California, County of Orange, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701. If objections have been submitted, the Court will consider them during this hearing. The Final Approval Hearing may be rescheduled to a later time, which time will be listed on the settlement website at [URL]. If there are no objections, the settlement will become final shortly after the Court grants final approval. If there are objections, the settlement will become final after the Court grants final approval and either the time to appeal has expired or any appeal filed has been fully and finally resolved.

You are not required to attend the final approval hearing. However, you may appear, or may hire your own attorney at your own expense, to speak at the Final Approval Hearing.

WHEN WILL I GET MONEY AFTER THE HEARING?

Your payment from the Net Settlement Fund will be paid approximately 20 days after the settlement becomes final. If there are objections that are not withdrawn, your payment from the Net Settlement Fund will be paid after all rights to appeal are exhausted, assuming there is final approval for this Settlement. *If you move after receipt of this notice, please inform the Settlement Administrator of your updated contact information.*

IMPORTANT DATES AND DEADLINES

The following are important dates and deadlines under the settlement:

- Last Day to Submit Request for Exclusion: [Notice + 45 DAYS]
- Last Day to Submit Objections: [Notice + 45 DAYS]
- Final Approval Hearing: [DATE]

QUESTIONS? CALL TOLL FREE [1-800-000-000]

WHERE TO OBTAIN MORE INFORMATION

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES. Instead, you may obtain more information from the following resources:

SETTLEMENT WEBSITE:

[SETTLEMENT ADMINISTRATION WEBSITE]

SETTLEMENT ADMINISTRATOR:

Phoenix Class Action Administration

[ADDRESS OF ADMINISTRATOR]

[ADDRESS OF ADMINISTRATOR]

[PHONE NUMBER]

CLASS COUNSEL:

Ashley Davenport
DAVENPORT LAW PC
2298 E. Maple Avenue
El Segundo, CA 90245
Tel: (310) 504-3989

Patricio T.D. Barrera
BARRERA & ASSOCIATES
2298 E. Maple Avenue
El Segundo, CA 90245
Tel: (310) 802-1500

David Mallen
EMPLOYEE LAW GROUP
840 Apollo St, Suite 311
El Segundo, CA 90245
Tel: (310) 606-0065

Walter L. Haines
UNITED EMPLOYEES
LAW GROUP
5500 Bolsa Ave. Suite 201
Huntington Bch, CA 92649

QUESTIONS? CALL TOLL FREE **[1-800-000-000]**

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Lopez/Bennett v. Ottno, Inc., et al, Inc., Case Number 30-2017-00951422-CU-OE-CXC

IF YOU WANT TO RECEIVE A SHARE OF ANY SETTLEMENT PROCEEDS AND RELEASE YOUR CLAIMS, DO NOT SUBMIT THIS FORM

I, _____ request to be excluded from the proposed settlement in *Andres Lopez and Cheryl Bennett v. Ottno, Inc., Case Number 30-2017-00951422-CU-OE-CXC*. **I understand that by requesting exclusion from the settlement I will NOT receive a share of any Settlement proceeds or release any claims** against Defendant for failure to pay for all hours worked, provide timely duty-free meal and rest periods, failure to pay proper overtime, failure to provide accurate itemized wage statements, failure to reimburse for reasonable business expenses, failure to timely pay wages upon termination, and unfair competition claims based upon these alleged labor code violations. **You may not submit both an objection and a request for exclusion.**

To **NOT** receive a portion of the settlement or participate in the settlement, complete and return this form no later than _____, 2021 to the Settlement Administrator, Phoenix Class Action Administration at the following address: Phoenix Class Action Administration, Attn: Settlement in Lopez/Bennett v. Ottno, Inc., P.O. Box **XCXC**, _____, **XCXC**.

I DO NOT WISH TO RECEIVE ANY PORTION OF THE SETTLEMENT.

Date	Signature	Last Four Digits of Your Social Security Number
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Please provide the best phone number to reach you at if the Settlement Administrator has any questions about your submission: _____

Your Contact Information (if different than where you received your notice) so that you may be contacted regarding any uncertainties:

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PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, Rachel Olague, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is Law Offices of Barrera & Associates, 2298 East Maple Avenue, El Segundo, CA 90245.

On October 9, 2020, I served the foregoing document(s) described as **NOTICE OF LODGING [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE SETTLEMENT CLASS** on the interested parties in this action as follows:

SEE SERVICE LIST

- BY MAIL: By placing (**[X]** a true and correct copy [] an original) thereof enclosed in a sealed envelope addressed as above, with postage thereon fully prepaid, in the U.S. Mail at Los Angeles, California. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing as stated in the affidavit.
- VIA CASE ANYWHERE: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action through Case Anywhere system.
- BY OVERNIGHT COURIER: I caused the above-referenced document(s) to be delivered to Federal Express for delivery to the above address(es).
- BY FAX: I transmitted a true copy of the foregoing document(s) this date from telecopier number (310) 802-0500 to the facsimile number(s) shown above.
- BY PERSONAL SERVICE: I caused such envelope to be delivered by hand to the offices of the addressee(s).
- BY ELECTRONIC SERVICE: I caused the above-referenced document(s) to be delivered to the above addressee(s) via electronic mail on this date.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9TH day of October 2020, at El Segundo, California.

/s/ Rachel Olague

Rachel Olague

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Virginia L. Miller, Esq.
L. Lisa Sandoval, Esq.
CALL & JENSEN APC
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Tel: 949.717.3000
Fax: 949.717.3100
gmliller@calljensen.com
lsandoval@calljensen.com

*Attorneys for Defendants Ottno Inc., dba
The National Autoloan Network and Marco J. Rasic*

David A. Mallen, Esq.
Employee Law Group
840 Apollo Street, Suite 311
El Segundo, California 90245
Telephone: 310.606.0065
Facsimile: 310.606.0064
david@employeelawgroup.com

*Attorneys for Andres Lopez and Cheryl Bennett
and the Proposed Class*

Walter L. Haines, Esq.
United Employees Law Group
5500 Bolsa Avenue, Suite 201
Huntington Beach, CA 92649
Telephone: 562.256.1047
Facsimile: 562.256.1006
whaines@uelglaw.com

*Attorneys for Andres Lopez and Cheryl Bennett
and the Proposed Class*

Ashley A. Davenport, Esq.
Davenport Law, pc
2298 E Maple Avenue
El Segundo, CA 90245
Telephone: 310.504.3989
ashley@lawdavenport.com

*Attorneys for Andres Lopez and Cheryl Bennett
and the Proposed Class*