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Attorneys for Plaintiff OSCAR I. LOPEZ VILLAREAL, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF RIVERSIDE

OSCAR I. LOPEZ VILLAREAL, individually,
and on behalf of those similarly situated,

Plaintiff

v.

DECO LOGISTICS, INC. dba CONTAINER
CONNECTION; and DOES 1-50, inclusive

Defendants.

Case No.: RIC2001519

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 10

Date: March 10, 2023
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: June 8, 2020
Trial Date: None Yet Set

~~PROPOSED~~ ORDER

On March 10, 2023, Plaintiff OSCAR I. LOPEZ VILLAREAL's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion") came on for hearing in Department 1 of the Superior Court of California, County of Riverside. The Court, having fully reviewed the motion for preliminary approval of class action settlement; points and authorities and declarations filed in support; and Stipulation of Class Action Settlement and Release ("Settlement"), including the Notice of Class Action Settlement ("Notice"), Objection Form, and Exclusion Form; and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed Class Action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement.

IT IS HEREBY ORDERED:

1. The Settlement Agreement entered into by and between Plaintiff individually and on behalf of Class Members (defined below) and Defendants Deco Logistics, Inc. dba Deco Container Connection Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC. UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC; and Central Cal Transportation, LLC ("Defendants") the settlement is preliminarily approved, as the terms of the settlement are found to be fair, adequate and, reasonable.

2. The following class is conditionally certified for settlement purposes only: All truck drivers classified as independent contractors by Deco Logistics, Inc, dba Container Connection, Southern Counties Express, Inc., Universal Intermodal Services, Inc., Universal Capacity Solutions, LLC. UACL Logistics, LLC, Roadrunner Intermodal Services, LLC, Purchased Transportation Services, Inc., Morgan Southern, Inc., Wando Trucking, LLC; and Central Cal Transportation, LLC, who drove for Defendant in California at any time during the Class Period during the time period of June 8, 2016 through August 31, 2022, inclusive.

3. Named Plaintiff Oscar I. Lopez Villareal is appointed as the Class Representative.

Kevin Mahoney, and Berkeh Alemzadeh of the Mahoney Law Group, APC are appointed as Class Counsel.

4. The Parties' proposed notice plan is hereby approved as the best notice practicable. The proposed Settlement Class Notice is attached hereto as Exhibit A and is sufficient to inform the Class Members of the terms of the Settlement Agreement, their rights to receive monetary payments under the Settlement Agreement, their right to exclude themselves from the Settlement and their right to object to the Settlement. The Settlement Class Notice will be accompanied by an exclusion form and objection form that class members may use. The Court finds the notice requirements of Rules of Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class Members of their rights under the Settlement. The proposed Objection Form is attached hereto as Exhibit B. The proposed Exclusion Form is attached hereto as Exhibit C. The Class Notice, Exclusion Form, and Objection Form collectively referred to as the "Notice Packet." Any Exclusion Form or Objection Form shall be submitted to the Settlement Administrator rather than filed with the Court. Counsel for the Parties are authorized to correct any typographical errors that may be discovered in the Notice Packet and make clarification, to the extent some are found or needed, so long as the corrections do not materially alter the substance of the Notice Packet.

5. Phoenix Class Action Administration Solutions ("Settlement Administrator") is appointed to act as the Settlement Administrator pursuant to the terms of the Settlement Agreement. Within twenty (20) days of the date of this order, Defendants will provide to the Settlement Administrators the class information necessary to facilitate the mailing of the Notice Packet. No more than ten (10) business days after receiving the class information, the Settlement Administrator shall mail the Notice Packet to all Settlement Class Members by regular First-Class Mail. The Settlement Administrator is ordered to carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order, including disseminating the Notice Packet according to the notice plan described in the Settlement Agreement in English and Spanish. The Settlement Administrator shall file a declaration concurrently with the filing of any final approval, authenticating a copy of every Exclusion Form and Objection Form received by

1 the Settlement Administrator. The Settlement Administrator will give notice to any objecting
2 party of any continuance of the hearing for final approval. Based upon the cost estimate submitted
3 by Phoenix, the Court preliminarily approves administration costs in the amount of twenty-one
4 thousand dollars (\$21,000.00).

5 6. The notice response deadline will be sixty (60) calendar days from the date of the
6 initial mailing of the Notice Packet. The procedures and sixty (60) calendar day deadline for
7 members of the class to request exclusion from or to object to the Settlement is adopted as
8 described in the Settlement Agreement, and the Exclusion Form is attached hereto. Any Class
9 Member who intends to object to final approval of the Settlement Agreement must submit a
10 written objection to the Settlement Administrator by mail in accordance with the Settlement
11 Agreement. Any opposition or reply to any objection or the motion for final approval will be due
12 according to Code of Civil Procedure section 1005. An objecting party is not required to
13 personally, or through counsel, appear at the hearing on the motion for final approval for that
14 party's objection to be considered nor is an objecting party required to file or serve, or state in the
15 objection a notice of intention to appear at the hearing on the motion for final approval.

16 7. The Parties are ordered to carry out the settlement according to the terms of the
17 Settlement Agreement.

18 **RELEVANT DATES AND DEADLINES**

19 8. Defendants shall provide the Settlement Administrator with the following
20 information that is within Defendant MVP's possession for each Class Member: (1) each Class
21 Member's first and last name; (2) last known mailing address; (3) social security number; (4) hire
22 and termination dates; and (5) total number of workweeks during which the Class Member
23 performed work during the Class Period as a member of the Class. The data contained in the
24 database shall remain confidential and shall not be disclosed to anyone, except to applicable
25 taxing authorities and as needed by the Settlement Administrator to carry out the reasonable
26 efforts required by the Settlement, or pursuant to express written authorization by Defendants or
27 by order of the Court. The Settlement Administrator shall be authorized to use any reasonable
28 practices to locate Class Members in order to provide them with the Notice Packet and/or

1 Settlement Payments. Neither Class Counsel nor the Settlement Administrator may use the
2 database for any purpose other than to administer the Settlement as provided in the Settlement.

3 9. On or before April 10, 2023, [10 days after Settlement Administrator receives
4 Class Data] the Settlement Administrator will mail a copy of the Notice Packet to all Class
5 Members by first class regular U.S. mail. The Settlement Administrator will engage in address
6 searches consistent with their normal practices in settlements of wage claims, including skip
7 tracing. Any returned envelopes from this mailing with forwarding address will be utilized by the
8 Settlement Administrator to forward the Notice Packet to the Class Members.

9 10. Each Notice will list the total workweeks worked by the Class Members during
10 the Class Period. To the extent a Class Member disputes the information listed on his or her
11 Notice, the Class Member may produce evidence to the Settlement Administrator showing the
12 number of weeks the Class Member contends to have worked during the Class Period. If there is
13 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
15 amounts of, any Individual Settlement Payments under the terms of this Agreement. The
16 Settlement Administrator's determination of the eligibility for and amount of any Individual
17 Settlement Payment shall be binding upon the Class Members and the Parties.

18 11. All requests for exclusions must be submitted within sixty (60) calendar days of
19 the mailing of the class notice.

20 12. All written objections must be mailed to the Settlement Administrator and be
21 postmarked within sixty (60) calendar days of the mailing of the class notice. Any Objection must
22 be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class
23 Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or
24 the Employee ID number; and (3) the basis for the objection.

25 13. The Court will conduct a Final Fairness Hearing on July 3, 2023 at 8:30 a.m. to
26 determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be
27 finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class
28 Counsel; and (3) the amount of Enhancement Payment to the Class Representative. If the

1 settlement is finally approved by the Court, Defendant will receive a release of claims as set forth
2 in the Settlement Agreement.

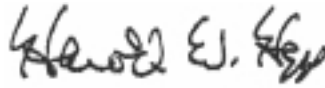
3 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per
4 code.

5 15. The Court reserves the right to continue the date of the Final Fairness Hearing
6 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
7 further applications arising out of or in connection with the Settlement.

8 In the event the Settlement is not finally approved, or otherwise does not become effective
9 in accordance within the terms of the Settlement, this Order shall be rendered null and void and
10 shall be vacated, and the Parties shall revert to their respective positions as of before entering into
11 the settlement.

12 03/14/2023

13 Dated: _____



14 HON. HAROLD W. HOPP
15 JUDGE OF THE SUPERIOR COURT
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