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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JUAN PEREZ GUZMAN, an individual, on
behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

DESTINATION ANYWHERE, INC., a
California corporation; and DOES 1 TO 50,

Defendants.

Case No. STK-CV-UOE-2021-10462

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

Date: November 29, 2022

Time: 9:00 a.m.

Dept: 10D

Judge: Hon. Barbara Kronlund

Complaint Filed: November 9, 2021

FAC Filed: February 9, 2022

1 Plaintiff's Motion for Preliminary Approval of a Class Action Settlement came before this
2 Court on November 29, 2022, in Department 10D, the Honorable Barbara Kronlund presiding.
3 The Court having considered the papers submitted in support of the application of the parties,
4 HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All
9 terms used herein shall have the same meaning as defined in the Settlement Agreement. The
10 settlement set forth in the Settlement Agreement appears to be fair, adequate and reasonable to the
11 Class, and the Court preliminarily approves the terms of the Settlement Agreement, including,
12 without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$137,220.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$7,500.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$45,735.43**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$13,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$8,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
28 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the

1 proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide
2 treatment of this dispute is superior to individual litigation because common issues predominate
3 over individual issues for settlement purposes.

4 3. The Settlement falls within the range of reasonableness and appears to be
5 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
6 and final approval by this Court.

7 4. A final fairness hearing on the question of whether the proposed Settlement,
8 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
9 should be finally approved as fair, reasonable and adequate as to the members of the Class is
10 scheduled on the date and time set forth in the Implementation Schedule set forth below.

11 5. This Court approves, as to form and content, the Notice of Proposed Class Action
12 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The
13 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
14 the Settlement as set forth in the Settlement Agreement.

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

20 7. It is ordered that the Settlement Class is preliminarily certified for settlement
21 purposes only.

22 8. The Court preliminary certifies for settlement purposes only the Settlement Classes
23 defined as follows: (i) *Plaintiff and all other California residents who are or were employed by*
24 *Defendant as truck drivers in California and paid on a piece-rate basis during the Class Period*
25 *(the "Piece-Rate Settlement Class"), and (ii) Plaintiff and all other California residents who are*
26 *or were employed by Defendant as truck drivers in California during the Class Period (the*
27 *"Reimbursement Settlement Class") (referred to together as the "Class" or the "Class Members").*
28 The Class Period is defined as November 9, 2017, through December 31, 2021.

1 9. All Piece-Rate Settlement Class members who do not timely opt out will release
2 those claims arising out of or related to the allegations set forth in the operative complaint and/or
3 PAGA notice to the California Labor and Workforce Development Agency that arose during the
4 Class Period and/or PAGA Period for: **(1)** failure to pay separately and hourly for non-driving time
5 in violation of Labor Code sections 226.2, 1194 and 1194.2, and the IWC Wage Order No. 9;
6 **(2)** failure to provide compliant rest periods and pay missed rest break premiums in violation of
7 Labor Code section 226.7 and the IWC Wage Order No. 9; **(3)** failure to pay all wages due and
8 owing at separation in violation of Labor Code sections 201, 202, and 203; **(4)** failure to provide
9 complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; and
10 **(4)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in
11 violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210).

12 No other claims are released other than those claims specifically plead in the Complaint or
13 otherwise specifically identified herein. This Settlement Agreement will not release any person,
14 party, or entity from claims, if any, by Class Members for workers compensation, unemployment,
15 or disability benefits of any nature. Nor does it release any claims, actions, or causes of action
16 which may be possessed by Class Members under state or federal discrimination statutes,
17 including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§
18 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII
19 of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act
20 (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. §
21 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

22 10. All Reimbursement Settlement Class members who do not timely opt out will
23 release those claims arising out of or related to the allegations set forth in the operative complaint
24 and/or PAGA notice to the California Labor and Workforce Development Agency that arose during
25 the Class Period and/or PAGA Period for failure to reimburse necessary business expenses in
26 violation of Labor Code section 2802.

27 11. The Court confirms Plaintiff Juan Perez Guzman as Class Representative, and
28 Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

12. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

13. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[30 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[30 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing	April 14, 2023 at 9:00 a.m.

15. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

1 16. The Court shall retain jurisdiction over the Action for all purposes pursuant to
2 California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms
3 of the Settlement.

4 **IT IS SO ORDERED.**

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6 Dated: _____

7 Hon. Barbara Kronlund
8 Judge of the Superior Court, San Joaquin
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