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Attorneys for Plaintiffs and putative Class-PAGA Representatives,
 VINKO SAPINA, ROBERT LEAHY, TRISTEN RAMOS,
 DIEGO TOSCANO, RIZAIDA MAPA, all others similarly situated,
 and fellow Aggrieved Employees
[Additional Counsel Below]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
 [CLASS-PAGA ACTION]**

VINKO SAPINA an individual, ROBERT LEAHY, an individual, TRISTEN RAMOS, an individual, DIEGO TOSCANO, an individual, RIZAIDA MAPA, an individual, and NORA PARADISE, an individual, individually, and on behalf of all others similarly situated;

Plaintiffs,

vs.

ALTO OPERATIONS CALIFORNIA LLC a California limited liability company;
 ALTO OPERATIONS CALIFORNIA HOLDINGS, LLC, a California limited liability company; and DOES 1 through 25, inclusive,

Defendants

LEAD CASE NO.: 22STCV12545
 C/W CASE NOS.: 22STCV27950, 22STCV35933
 CLASS-PAGA ACTION
 JUDGE: Maren Nelson, (Hon.)
 DEPT: 17

**~~[PROPOSED]~~ ORDER GRANTING MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS-PAGA ACTION SETTLEMENT AND
 SETTING FINAL APPROVAL HEARING**

Date: April 2, 2024
 Time: January 4, 2023
 9:00 a.m.
 Dept. 17 11

FILED
 Superior Court of California
 County of Los Angeles

04/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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7 Attorneys for Plaintiff and putative Class-PAGA Representative,

8 NORA PARADISE, on behalf of herself and all others similarly situated

ORDER

On January 4, 2024, Plaintiffs VINKO SAPINA, TRISTEN RAMOS, DIEGO TOSCANO, ROBERT LEAHY, RIZAIDA MAPA, and NORA PARADISE (“Plaintiffs”) Motion for Preliminary Approval of Class-PAGA Action Settlement (“Motion”) came on for hearing in Department 17 of the Superior Court of California, County of Los Angeles.

The Court, having fully reviewed the Motion For Preliminary Approval Of Class-PAGA Action Settlement; points and authorities and declarations filed in support; the Class Action And Paga Settlement Agreement And Class Notice (“Settlement Agreement” and “Settlement”), including the Notice of Class Action Settlement (“Notice”) attached hereto as Exhibit “A”; and in recognition of the Court’s duty to make a preliminary determination as to the reasonableness of any proposed Class-PAGA 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 Plaintiffs individually and on behalf of Class Members and Aggrieved Employees (defined below) and Defendants ALTO OPERATIONS CALIFORNIA, LLC and ALTO OPERATIONS CALIFORNIA HOLDINGS, 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 non-exempt, hourly-paid employees who worked as drivers, lead drivers, driver trainees, personal drivers, and driver trainers (“Drivers”) and were employed by Defendants in California, at any time between April 14, 2018, through April 1, 2023 (“Class Period”).

3. Named Plaintiffs as Class-PAGA Representatives: Plaintiffs, VINKO SAPINA, TRISTEN RAMOS, DIEGO TOSCANO, ROBERT LEAHY, RIZAIDA MAPA, and NORA PARADISE are hereby approved to serve as representatives of both the Class and Aggrieved Employees in this Class-PAGA Action.

4. Class-PAGA Counsel: Kevin Mahoney and Raleigh Dixon, of MAHONEY LAW

1 GROUP, APC; Ethan Rasi and Paul Denis, of DENIS & RASI, PC; and Robert Skripko Jr., of the
2 LAW OFFICE OF ROBERT W. SKRIPKO, JR., PC, are hereby approved to serve as Class-PAGA
3 counsel in the Action.

4 4. The Parties' proposed notice plan is hereby approved as the best notice practicable.
5 The proposed Settlement Class Notice attached hereto as Exhibit A is sufficient to inform the Class
6 Members of the terms of the Settlement Agreement, their rights to receive monetary payments under
7 the Settlement Agreement, their right to exclude themselves from the Settlement and their right to
8 lodge objections to the Settlement. The Court finds the notice requirements of Rules of Court, rules
9 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class Members and
10 Aggrieved Employees of their rights under the Settlement. Counsel for the Parties are authorized to
11 correct any typographical errors that may be discovered in the Class Notice and make clarification,
12 to the extent some are found or needed, so long as the corrections do not materially alter the substance
13 of the Class Notice.

14 5. Phoenix Class Action Administrators ("Phoenix") is appointed to act as the
15 Settlement Administrator pursuant to the terms of the Settlement Agreement. The Court orders
16 Defendant to provide to Phoenix the class information necessary to facilitate the notice mailing
17 accordance with the Settlement Agreement. Phoenix is ordered to carry out the Settlement according
18 to the terms of the Settlement Agreement and in conformity with this Order, including disseminating
19 the Notice according to the notice plan described in the Settlement Agreement in English and
20 Spanish. Based upon the cost estimate submitted by Phoenix, the Court preliminarily approves
21 administration costs in the amount of nineteen thousand five hundred dollars (\$19,500.00) to be
22 deducted from the Gross Settlement Amount.

23 6. The deadline for Class Members to opt-out or object to the Settlement, set forth in the
24 Class and PAGA Action Settlement Agreement, is hereby approved. The procedures and deadline
25 for Class Member to request exclusion from or to object to the Settlement is adopted as described in
26 the Settlement Agreement and the attached Notice. Any Class Member who intends to object to final
27 approval of the Settlement Agreement must submit a written objection to Phoenix by mail in
28 accordance with the Settlement Agreement and the Notice. Any opposition or reply to any objection
or the motion for final approval will be due according to Code of Civil Procedure section 1005.

1 7. The parties are ordered to carry out the settlement according to the terms of the
2 Settlement Agreement.

3 **RELEVANT DATES AND DEADLINES**

4 8. In accordance with the Class-PAGA Action Settlement Agreement, Defendants shall
5 provide Phoenix with the following information that is within Defendants' possession for each Class
6 Member: (1) each Settlement Class Member's full name; (2) last known address and email address;
7 (3) last known home telephone number; (4) social security number; (5) start and end dates of
8 employment during the Class Period; (6) total number of work weeks each Settlement Class Member
9 worked during the Class Period; (7) total number of Pay Periods for each Aggrieved Employee from
10 the PAGA Allocation of the Net Settlement Amount. This information shall be based on Defendants'
11 payroll and other business records and in a format readily accessible to Defendants. The data
12 contained in the Database shall remain confidential and shall not be disclosed to anyone, except to
13 applicable taxing authorities and as needed by Phoenix to carry out the reasonable efforts required
14 by the Settlement, or pursuant to express written authorization by Defendants or by order of the
15 Court. Phoenix shall be authorized to use any reasonable practices to locate Class Members in order
16 to provide them with the Notice and/or Settlement Payments. Neither Class Counsel nor Phoenix
17 may use the Database for any purpose other than to administer the Settlement as provided in the
18 Settlement.

19 9. In accordance with the Class-PAGA Settlement Agreement, Phoenix will mail a copy
20 of the Class Notice to all Class Members by first class regular U.S. mail. Phoenix will engage in
21 address searches consistent with their normal practices in settlements of wage claims, including skip
22 tracing. Any returned envelopes from this mailing with forwarding address will be utilized by
23 Phoenix to forward the Notice to the Class Members.

24 10. Each Notice will list the total workweeks worked by the Class Members during the
25 Class Period and Pay Periods during the PAGA Period. To the extent a Class Member disputes the
26 information listed on his or her Notice, the Class Member may produce evidence to Phoenix showing
27 the number of weeks and/or pay periods the Class Member contends to have worked during the
28 Class/PAGA Periods. If there is a dispute, Phoenix will consult with the Parties to determine whether
an adjustment is warranted. Phoenix shall determine the eligibility for, and the amounts of, any

1 Individual Class Settlement Payments and, where applicable, the Individual PAGA Settlement
2 Payments, under the terms of this Agreement. Phoenix's determination of the eligibility for and
3 amount of any Individual Settlement Payment and, where applicable, the Individual PAGA
4 Settlement Payments, shall be binding upon the Class Members, Aggrieved Employees and the
5 Parties.

6 11. All requests for exclusions must be post-marked in accordance with the Class-PAGA
7 Settlement Agreement.

8 12. All written objections must be mailed to Phoenix and be postmarked in accordance
9 with the Class-PAGA Settlement Agreement. Any Objection must be signed by the Settlement Class
10 Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the
11 Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the
12 basis for the objection.

13 13. The Court will conduct a Final Fairness Hearing on August 21, 2024, at
14 9:00 a.m. to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and
15 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class
16 Counsel; and (3) the amount of Service Award to the Class Representatives. If the settlement is
17 finally approved by the Court, and tender of the Gross Settlement Amount in accordance with the
18 Class-PAGA Settlement Agreement, Defendants will receive a release of claims as set forth in the
19 Settlement Agreement.

20 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed by
21 _____. Phoenix's report regarding the mailing of the Notice and settlement
22 administration shall be filed by _____.

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

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

5
6 Dated: 04/03/2024



HON. MAREN E. NELSON
Judge Of The Superior Court