

FILED
Yolo Superior Court
August 20, 2024
BPuebla

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*Attorneys for Plaintiffs and the Proposed
California Class, Aggrieved Employees, and FLSA Collective*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO**

RANDY CURRAN, CIERRA WOOLEN, : Civil Action No.: CV2024-0847
LUISA MAZON, ROBERTO RAMIREZ, :
LINDA FANG, and ALEXIS BELL, : Assigned to the Hon. Timothy Fall, in Dept.
individually and on behalf of others similarly : 11]
situated, :

Plaintiffs,

v.

ADVANCED CARRIER SERVICES,
LLC, B-Z CONVEYANCE, LLC,
DELIVERY RESPONSE ON-TIME
PARCEL LLC, ONDOT LLC,
AMAZON.COM, INC., and AMAZON
LOGISTICS, INC.

Defendants.

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS, REPRESENTATIVE, AND
COLLECTIVE ACTION
SETTLEMENT**

This Court, having considered the Motion of Plaintiffs Randy Curran, Cierra Woolen, Luisa Mazon, Roberto Ramirez, Linda Fang, and Alexis Bell (collectively, "Plaintiffs") for Preliminary Approval of the Class, Representative, and Collective Action Settlement ("Motion for Preliminary Approval"), the Declaration of Sarah R. Schalman-Bergen, the Class, Collective, and PAGA Representative Action Settlement and Release (the "Settlement

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS,
REPRESENTATIVE, AND COLLECTIVE ACTION SETTLEMENT**

Agreement”), and the other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

1. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order;

2. The settlement as set forth in the Settlement Agreement, is preliminarily approved as fair, reasonable and adequate pursuant to Code of Civil Procedure Section 382;

3. The settlement set forth in the Settlement Agreement is approved as a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”);

4. The Total Settlement Amount of \$2,364,000.00, unless escalated pursuant to the Settlement Agreement is preliminarily approved as “within the ‘ballpark of reasonableness’” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133) and within the “‘reasonable range’ of the settling party’s” liability (*see North County Contractors Assn. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th 1085, 1089-1090);

5. The PAGA penalties are preliminarily approved as fair, reasonable, and adequate in the amount of \$70,000.00, seventy-five percent (75%), or \$52,500.00, of which will be paid to the Labor and Workforce Development Agency out of the Gross Settlement Amount, and twenty-five percent (25%), or \$17,500.00, of which will be distributed to PAGA Members;

6. Plaintiff Randy Curran and all non-exempt Delivery Associates who were paid by ADCS to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

7. Plaintiff Cierra Woolen and all non-exempt Delivery Associates who were paid by BZCY to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

8. Plaintiffs Luisa Mazon, Roberto Ramirez, Linda Fang, and all non-exempt Delivery Associates who were paid by DROT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

9. Plaintiff Alexis Bell and all non-exempt Delivery Associates who were paid by ONDT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are similarly situated pursuant to 29 U.S.C § 216(b) of the FLSA for settlement purposes only;

10. Plaintiff Randy Curran and all non-exempt Delivery Associates who were paid by ADCS to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are preliminarily certified pursuant to Code of Civil Procedure Section 382 for the purpose of settlement only;

11. Plaintiff Cierra Woolen and all non-exempt Delivery Associates who were paid by BZCY to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are preliminarily certified pursuant to Code of Civil Procedure Section 382 for the purpose of settlement only;

12. Plaintiffs Luisa Mazon, Roberto Ramirez, Linda Fang, and all non-exempt Delivery Associates who were paid by DROT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are preliminarily certified pursuant to Code of Civil Procedure Section 382 for the purpose of settlement only;

13. Plaintiff Alexis Bell and all non-exempt Delivery Associates who were paid by ONDT to deliver packages to customers of Amazon.com in California from September 6, 2018 through February 3, 2023, are preliminarily certified pursuant to Code of Civil Procedure Section 382 for the purpose of settlement only;

14. The Plaintiffs are preliminarily approved as Class Representatives of the Class Members;

15. Sarah R. Schalman-Bergen and Krysten Connon of Lichten & Liss-Riordan, P.C., Alexandra K. Piazza and Michaela L. Wallin of Berger Montague PC, and Ryan Allen Hancock of Willig Williams & Davidson are preliminarily approved as Class Counsel for the Class Members;

16. The PAGA Members consist of all non-exempt Delivery Associates who were paid by ACDS, BZCY, DROT, and ONDT to deliver packages to customers of Amazon.com in California at any time from July 17, 2022 through February 3, 2023;

17. The form and content of the Class Notice attached as Exhibit A to the Settlement Agreement are approved;

18. Analytics Consulting LLC (“Settlement Administrator” or “Analytics”) is appointed to administer the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement;

19. The Court directs the mailing of the Class Notice to the Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court preliminarily finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the requirements of law and appears to be the best notice practicable under the circumstances;

20. All papers filed in support of final approval shall be filed by _____, 2024
NO LATER THAN 16 COURT DAYS PRIOR TO THE FINAL APPROVAL HEARING.

21. A Final Approval Hearing shall be held with the Court on 11/26, 2024
[APPROXIMATELY 115 CALENDAR DAYS FROM THE COURT'S ORDER GRANTING
PRELIMINARY APPROVAL] at 9:00 : a.m. in Department 11 of the above-entitled
Court.

22. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members; and

23. In the event the settlement does not become effective in accordance with the terms of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to

1 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
2 and the parties shall revert to their respective positions as of the entry of the Settlement
3 Agreement; and

4 24. Pending further order of this Court, all proceedings in this matter, except those in
5 furtherance of the Agreement, are stayed.

6 **IT IS SO ORDERED.**

7 August 20, 2024
8 Dated: _____



Judge of the Superior Court

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