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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES — CENTRAL CIVIL WEST

Coordination Proceeding Special Title  
(Rule 3.550)

**EXPRESS MESSENGER SYSTEMS  
WAGE AND HOUR CASES**

*Thomas Lewis v. Express Messenger Systems*  
(BC501521)

*Eliseo Leal v. Express Messenger Systems*  
(BC509904)

Judicial Council Coordination Proceeding  
Case No. **JCCP 4789**

Assigned for All Purposes to:  
Hon. Kenneth R. Freeman,  
Spring Street, Dept. SSC-14

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

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 06 2021

Sherri R. Carter, Executive Officer/Clerk of Court  
By Berta Guerrero Deputy  
Berta Guerrero

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

JUL 30 2021

S. DREW

1 **ORDER**

2 Having considered the Plaintiffs' Motion for Preliminary Approval of the Class Action  
3 Settlement (the "Motion") and the supplemental points and authorities submitted in support of the  
4 Motion, including the Amended Class Action Settlement Agreement ("Settlement Agreement" or  
5 "Settlement") and exhibits, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the  
6 Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated  
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement  
9 Agreement.

10 2. The Settlement Class shall be conditionally certified for settlement purposes only and  
11 shall consist of all individuals who personally performed last-mile delivery and pickup services for  
12 OnTrac in California, who were designated as independent contractors during the period from February  
13 22, 2009 through preliminary approval of the Settlement. Excluded from the class definition are (1)  
14 individuals designated as Regional Service Providers during the time they were designated as Regional  
15 Service Providers, and (2) individuals who have previously released claims arising from their alleged  
16 misclassification as independent contractors.

17 3. The class action settlement set forth in the Settlement Agreement, entered into among  
18 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range  
19 of reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class  
20 Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or  
21 before the final approval hearing.

22 4. The Court further finds that Plaintiffs conducted extensive investigation and research,  
23 and that they were able to reasonably evaluate their positions and the strengths and weaknesses of their  
24 claims and the risks of continued litigation. Plaintiffs have provided the Court with enough information  
25 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to  
26 make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

27 5. The Court also finds that settlement now will avoid additional and potentially substantial  
28 litigation costs, as well as delay and risks if the Parties were to continue to litigate the action.

6. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the Class Settlement Amount and allocation of payments.

7. The rights of any potential dissenters to the proposed Settlement are adequately protected in that they may exclude themselves from the Settlement and proceed with any alleged claims they may have against Defendant, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.

8. The Court approves, as to form and content, the proposed Notice of Class Action Settlement ("Notice Packet").

9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

10. The Court appoints Plaintiffs Thomas Lewis, Aurelio Sanchez, and Eliseo Leal as the representatives for the Settlement Class conditionally certified by this Order.

11. The Court appoints Capstone Law APC; Marlin & Saltzman, LLP; The Hamideh Firm, P.C.; and James Hawkins, APLC as Class Counsel. The Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

12. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

13. The following dates shall govern for purposes of this Settlement:

Date	Event
August 13, 2021 (or not later than 14 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
September 27, 2021 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.

Date	Event
October 15, 2021	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Awards.
_____ or January 6, 2022 at 10 a.m. (if later)	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Awards.

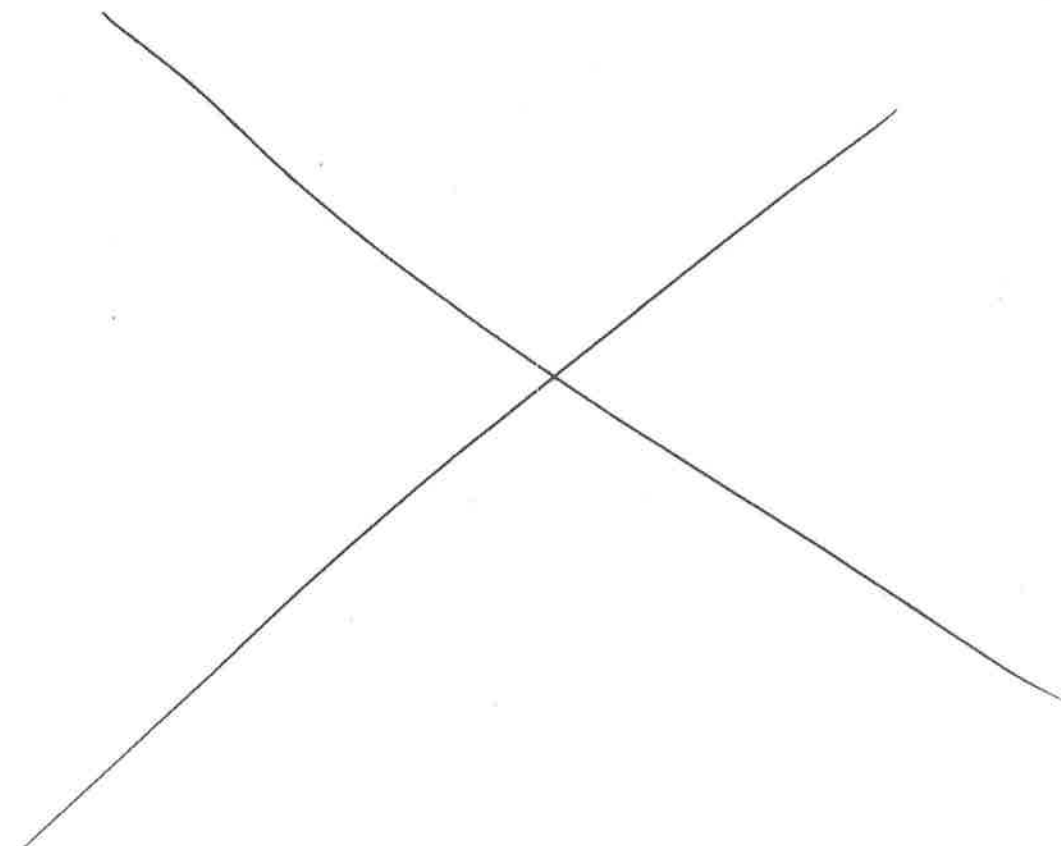
14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

**IT IS SO ORDERED.**

Dated: 8-6-2021

  
 Hon. Kenneth R. Freeman  
 Los Angeles Superior Court Judge

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067. My electronic address is matthew.krout@capstonelawyers.com.

On July 30, 2021, I served the document(s) described as:

**[AMENDED PROPOSED] ORDER**

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [ ] to interested parties as follows [or] [✓] as stated on the attached service list:

**SEE ATTACHED SERVICE LIST**

[✓] **ELECTRONIC FILE & SERVE:** A true and correct copy of the above-referenced document(s) was electronically served on counsel of record by means of transmitting the document to Case Anywhere website in accordance with the Court's Order.

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

Executed this July 30, 2021, at Los Angeles, California.

Matthew Krout

Type or Print Name

  
Signature

# Electronic Service List

Case:

**Express Messenger Systems Wage and Hour Cases**

Case Info:

**JCCP 4789, Los Angeles Superior Court**

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