

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BRIANA ARREOLA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

FLEET SERVICES, INC., a California
Corporation; DICK VAN ECK, an
individual; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2023-01316151-CU-OE-CXC
*[Assigned to Hon. Layne H. Melzer, Dept
CX102, for all purposes]*

**] ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint Filed: March 30, 2023

1 Having considered the Amended Class Action and Private Attorneys General Act of 2004
2 (“PAGA”) Representative Action Settlement Agreement and Release of Claims (“Settlement
3 Agreement”), the Memorandum of Points and Authorities in Support of the Motion for
4 Preliminary Approval of Class Action Settlement, all documents and legal authorities in support
5 thereof, and for good cause appearing therefor, IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set
7 forth in the Settlement Agreement (See ROA #82, which is Exhibit A to the Supplemental
8 Declaration of Brian Mankin ISO Motion for Preliminary Approval, filed on March 27, 2025)
9 between Plaintiff Briana Arreola (“Plaintiff”) and Defendants Fleet Services, Inc. (“Fleet
10 Services”) and Dick Van Eck (“Mr. Van Eck”) (collectively, “Defendants”) (Plaintiff and
11 Defendants collectively, the “Parties”). The Settlement appears to be fair, adequate, and
12 reasonable to the Class. Based on a review of the papers submitted by Plaintiff, the Court finds
13 that the Settlement is the result of arms-length negotiations conducted after Class Counsel had
14 adequately investigated the claims and become familiar with the strengths and weaknesses of the
15 claims. The assistance of an experienced mediator in the settlement process supports the Court’s
16 conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court conditionally certifies the following
18 Class:

19 All current and former nonexempt (hourly paid) employees employed by Fleet
20 Services, Inc. in California during the Class Period of March 30, 2019, through
21 April 20, 2024.

22 3. As set forth in the Settlement Agreement, Aggrieved Employees includes:
23 “current and former nonexempt (hourly paid) employees employed by Fleet Services, Inc. in
24 California during the PAGA Period of March 30, 2022, through April 20, 2024.” Under the
25 Settlement, \$27,500 will be allocated to the PAGA Claims to pay to the Labor and Workforce
26 Development Agency (“LWDA”) in connection with the PAGA, as well as the Individual
27 PAGA Payment allocated to each Aggrieved Employee. Of this amount, \$20,625 (75%) will be
28 used to pay the LWDA in satisfaction of the PAGA Claims, and the remaining \$6,875 (25%)

1 will be paid to Aggrieved Employees on a pro rata basis according to the number of Weeks
2 Worked during the PAGA Period. Any Aggrieved Employee who timely requests exclusion
3 from the Class Settlement will still receive a share of PAGA Penalties and be bound by the
4 Released PAGA Claims.

5 4. The Settlement Amount to be paid under the Settlement Agreement is \$275,000,
6 subject to the Escalator Clause. From this amount, paragraph 46 of the Settlement Agreement
7 authorizes the following deductions: Attorneys' Fees of one-third of the Settlement Amount,
8 Litigation Expenses not to exceed \$20,000, a Service Payment to Class Representative not to
9 exceed \$5,000, Administrator Costs of \$7,950 to ILYM Group, and \$27,500 for PAGA
10 Penalties to be allocated as 75% to the LWDA and 25% to the Aggrieved Employees on a pro-
11 rata basis. After deducting the foregoing payments from the Settlement Amount, the remainder
12 shall form the Net Settlement Amount payable to the Participating Class Members as set forth
13 in the Settlement Agreement and as calculated by the Settlement Administrator. In addition,
14 and concurrently with paying the Settlement Amount, Defendants shall separately pay all
15 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
16 shall be reported through the Settlement Administrator.

17 5. The Court has determined that sufficient evidence has been presented to grant
18 preliminary approval of the Settlement Agreement, as the terms appear to be presumptively
19 valid, proper, and fall within the range of a fair, reasonable, and adequate settlement, subject to a
20 final determination at the Final Approval Hearing.

21 6. For settlement purposes only, Plaintiff is appointed as the Class Representative,
22 and Brian Mankin and Misty Lauby of Lauby Mankin Lauby LLP are appointed as Class
23 Counsel.

24 7. The Court approves, as to form and content, the Notice Packet (attached hereto as
25 Exhibit "A" which consists of the Class Notice, Request for Exclusion Form, and Objection
26 Form) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules
27 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final
28 approval hearing date, the proposed settlement terms, and their options, including: (1) the nature

1 of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of
2 the Settlement; (2) Class Counsel's request for attorneys' fees and litigation costs; (3) a formula
3 used to determine a Class Member's estimated payment; (4) Class Members' rights to appear
4 through counsel if they desire; (5) how to object to the Settlement or submit a request to opt-out
5 of the Released Class Claims if a Class Member wishes to do so; and (6) how to obtain
6 additional information regarding the action and the Settlement. Counsel for the Parties are
7 authorized to correct any typographical errors in the Settlement and make clarifications, to the
8 extent the same are found or needed, so long as such corrections do not materially alter the
9 substance of the documents.

10 8. The Court approves the procedure for Class Members to participate in, request
11 exclusion from, or object to the Released Class Claims, and preserve appeal rights as set forth in
12 the Settlement Agreement and the Class Notice. Class Members who wish to request exclusion
13 or object to the Settlement of the Released Class Claims are directed to mail the Request for
14 Exclusion Form or Objection Form to the Settlement Administrator (and not to the Court) within
15 the time periods set forth in the Class Notice. Alternatively, a Class Member may object at the
16 final approval hearing.

17 9. The Court approves ILYM Group to act as the Settlement Administrator, who is
18 directed to fulfill all of the duties and services set forth in the Settlement Agreement and this
19 Order.

20 10. The Court finds that the deadlines and method set forth in the Settlement
21 Agreement for the mailing of the Class Notice and related forms described herein meet the
22 requirements of due process, provide the best notice practicable under the circumstances,
23 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
24 requirements of California law.

25 11. Defendants are directed to provide the Settlement Administrator, no later than
26 twenty (20) days after the Preliminary Approval Date, an electronic database containing the
27 Class Data, as set forth in the Settlement Agreement.
28

1 12. The Court directs the Settlement Administrator to calculate the number of Weeks
2 Worked for each Class Member and Aggrieved Employee, perform address verification
3 measures, and mail the Class Notice in English and Spanish by first class mail to the Class
4 Members within ten (10) days of receipt of the Class Data and to otherwise carry out the
5 Settlement according to the terms of the Settlement Agreement and in conformity with this
6 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
7 Settlement Agreement.

8 13. All Class Members shall be deemed to participate in the Settlement, although any
9 Class Member who wishes to comment on or object to the Settlement as to the Released Class
10 Claims or who elects not to participate in the Settlement as to the Released Class Claims has
11 until sixty (60) days (i.e., the “Response Deadline”) after the mailing of the Class Notice to
12 submit their Objection or Request for Exclusion from the Class Claims, pursuant to the
13 procedures set forth in the Class Notice, or in the case of re-mailed notices, forty-five (45) days
14 from the date the Class Notice is remailed.

15 14. The Court approves the handling of unclaimed funds set forth in the Settlement
16 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
17 result of a failure to timely cash a settlement check shall be issued to the State Controller’s
18 Office in the name of the Class Member and/or Aggrieved Employee, as set forth in the
19 Settlement Agreement.

20 15. The following dates shall govern for purposes of this settlement:

21 30 days after Preliminary Approval is 22 granted/ordered.	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
23 60 days after mailing of Class Notices; 24 and 45 days after the Class Notice is 25 re-mailed	Deadline for Class Members to mail Requests for Exclusion and Objections to the Settlement, as well as dispute their Weeks Worked.
26 16 court days before Final Approval 27 Hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys’ fees, costs, and service 28 payment.

9 court days before Final Approval Hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the Settlement.
5 court days before Final Approval Hearing	Deadline for filing of any written reply to opposition to Plaintiff's Motion for Final Approval of Settlement.
July 24, 2025	Final Approval Hearing.
30 days after Effective Date	Defendants to fund the Gross Settlement Amount

16. A final approval hearing shall be held on July 24, 2025, at 2:00 p.m., in Department CX102 of this Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of the service award awarded to the Class Representative.

17. Upon final approval, participating Class Members and Aggrieved Employees will be bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment, and the releases set forth therein; and, except as otherwise provided herein and in the Settlement Agreement, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

18. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing, or liability whatsoever.

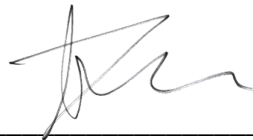
19. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the Settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party.

1 20. In the event that the Settlement Agreement does not receive final approval or the
2 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
3 shall be vacated.

4 21. Consistent with California Code of Civil Procedure section 664.6 and California
5 Rules of Court, Rule 3.769(h), the Court shall retain exclusive and continuing jurisdiction over
6 this action, the Class Representative, the Class Members, the Aggrieved Employees, and
7 Defendants for the purposes of supervising the implementation, enforcement, construction,
8 administration, and interpretation of the Settlement Agreement and this Order.

9 IT IS SO ORDERED.

10
11 Date: **April 15, 2025**



Hon. Layne H. Melzer