

1
2
3
4
5
6
7
8 **IN RE ARBITRATION**

9 **AMERICAN ARBITRATION ASSOCIATION**

10 MIQUEAS ALMANZA, individually, and on
11 behalf of other members of the general public
12 similarly situated;

13 Petitioner,

14 v.

15 ANTONINI BROS., INC., a California
16 corporation; ANTONINI ENTERPRISES
17 LLC, a California limited liability company;
18 ANTONINI FREIGHT EXPRESS, INC., a
California corporation; and DOES 1 through
100, inclusive;

19 Respondents.
20
21
22
23
24
25
26
27
28

Case No.: 01-24-0003-0190

Arbitrator Ken Yoon

CLASS ACTION

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
NOTICE PACKET, SETTING OF FINAL
APPROVAL HEARING DATE**

Hearing Date: August 14, 2024

Hearing Time: 11:00 a.m.

Arb Filed: March 8, 2024

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 A hearing was scheduled for August 14, 2024 at 11:00 a.m. for preliminary approval of the
3 Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement,” “Settlement,”
4 and “Agreement”). Kroloff, Belcher, Smart, Perry & Christopherson represented Respondents
5 Antonini Bros., Inc., Antonini Enterprises LLC, and Antonini Freight Express, Inc.
6 (“Respondents”) and Justice Law Corporation represented Petitioner Miqueas Almanza
7 (“Petitioner”) and the Class.

8 Taking the matter under submission and having reviewed the papers and documents
9 presented, including supplemental papers and the statements of counsel, and having duly considered
10 the matter:

11 **IT IS HEREBY ORDERED:**

12 1. The Arbitrator GRANTS preliminary approval of the terms and conditions contained
13 in the Settlement Agreement, attached to the Third Supplemental Declaration of Douglas Han in
14 Support of Motion for Preliminary Approval. The Arbitrator preliminarily finds the terms of the
15 Settlement Agreement appear to be within the range of possible approval, pursuant to the provisions
16 of section 382 of the Code of Civil Procedure.

17 2. It appears to the Arbitrator on a preliminary basis: (a) the Agreement is fair and
18 reasonable to the Class when balanced against the probable outcome of further litigation;
19 (b) significant discovery, investigation, research, and litigation have been conducted such that the
20 Parties’ counsel can reasonably evaluate their respective positions; (c) settlement at this time will
21 avoid substantial costs, delay, and risks that would be presented by further litigation; and (d) the
22 Agreement was reached as the result of intensive, serious, and non-collusive negotiations. Thus,
23 the Arbitrator preliminarily finds the Agreement was entered into in good faith.

24 3. The Arbitrator GRANTS conditional certification of the Class, in accordance with
25 the Settlement, for the purposes of this settlement only. The Class is defined as all current and
26 former hourly-paid or non-exempt employees or drivers exempt from overtime of Respondents
27 within the State of California during the period from December 11, 2020, through March 15, 2024
28 (“Class,” “Class Members,” and “Class Period”).

1 4. The Arbitrator authorizes the retention of ILYM Group, Inc. as Claims
2 Administrator for the purpose of administering the Settlement.

3 5. The Arbitrator conditionally approves Douglas Han, Shunt Tatavos-Gharajeh, and
4 Talia Lux of Justice Law Corporation to serve as Class Counsel.

5 6. The Arbitrator conditionally approves Petitioner to serve as the Class
6 Representative.

7 7. The Arbitrator APPROVES the Notice of Class Action Settlement, attached to the
8 Joint Stipulation of Class Action Settlement and Release as **Exhibit A** (filed 10/10/2024). The
9 Arbitrator finds the Notice of Class Action Settlement and related notification materials constitute
10 the best notice practicable under the circumstances and are in full compliance with the laws of the
11 State of California, to the extent applicable, and the requirements of due process, as well as Rules
12 of Court, rule 3.766. The Arbitrator further finds the Notice of Class Action Settlement appears to
13 inform the Class Members of all material elements of the Settlement, each Class Member's right to
14 be excluded from the Class, and each Class Member's right to object to the Settlement. Therefore,
15 the Arbitrator finds the notice requirements of Rules of Court, rule 3.769, subdivisions (c) and (f)
16 are satisfied, and the Notice of Class Action Settlement adequately advises Class Members of their
17 rights under the Settlement. The Claims Administrator is ordered to appropriately fill in the blanks
18 for the url and location.

19 8. The Arbitrator APPROVES the Claim Form to use to administer the Agreement,
20 Joint Stipulation of Class Action Settlement and Release as **Exhibit B** (filed 10/10/2024). Claim
21 Forms must be mailed to Class Members along with the Notice of Class Action Settlement. To
22 receive Individual Settlement Payments, all Class Members will be required to submit a timely and
23 valid Claim Form within forty-five (45) calendar days from the initial mailing of the Notice of Class
24 Action Settlement and Claim Form (collectively, known as the "Notice Packet") by the Claims
25 Administrator ("Response Deadline"). All Claim Forms must be signed and returned to the Claims
26 Administrator via first class mail or fax and postmarked or faxed by the Response Deadline. The
27 date of the postmark or fax on the return mailing envelope will be the exclusive means to determine
28 whether a Claim Form has been timely submitted.

1 9. The envelope enclosing the Notice of Class Action Settlement and Claim Form shall
2 include on the front side in 12-point Helvetica the following language:

3 Settlement Notice to hourly-paid employees or drivers of Antonini

4 If eligible, Your Estimated Share is \$<<ESTIMATED CLAIM AMOUNT>>

5
6 10. The Parties' counsel are authorized to correct any typographical errors in the Notice
7 Packet and make clarifications, to the extent the same are found or needed, so long as such
8 corrections do not materially alter the substance of the documents.

9 11. Within fourteen (14) calendar days of Preliminary Approval, Respondents will
10 provide the Class List(s) to the Claims Administrator. The Class List will be formatted in a readable
11 Microsoft Office Excel spreadsheet and will include each Class Member's: (a) full name; (b) most
12 recent mailing address and telephone number; (c) Social Security Number; (d) dates of employment
13 as an hourly-paid or non-exempt employee or as a driver exempt from overtime in California; and
14 (e) other relevant information needed to calculate their settlement payments.

15 12. Prior to mailing, the Claims Administrator will perform a National Change of
16 Address Database check, such as provided by Experian or any other similar services available, for
17 information to update and correct for any known or identifiable address changes. Within fourteen
18 (14) calendar days of receiving the Class List(s), the Claims Administrator will mail a Notice Packet
19 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
20 addresses available.

21 13. The Arbitrator APPROVES the proposed procedure for requesting exclusion from
22 the Settlement. Any Class Member wishing to opt out from this Stipulation of Settlement must sign
23 and postmark or fax a written Request for Exclusion to the Claims Administrator within the
24 Response Deadline. The date of the postmark or fax on the return mailing envelope will be the
25 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
26 Request for Exclusion must: (a) be signed by the Class Member; (b) contain the name, address,
27 telephone number, and last four digits of the Social Security Number of the Class Member
28 requesting exclusion; (c) clearly state the name of this case, the case number, and that the Class
Member does not wish to be included in the Settlement; (d) be returned by mail or fax to the Claims

1 Administrator at the specified address and/or facsimile number; and (e) be postmarked or faxed on
2 or before the Response Deadline. A Class Member who does not timely request exclusion from the
3 Settlement (“Settlement Class Members”) will be bound by all terms of the Settlement if it is
4 granted final approval.

5 14. The Arbitrator ORDERS each Class Member who submits a valid and timely
6 objection shall have a right to appear at the Final Approval Hearing to have their objections heard
7 by the Arbitrator. To object to the Settlement, a Class Member may serve a valid Notice of
8 Objection with the Claims Administrator within the Response Deadline. The Claims Administrator
9 shall promptly serve copies of any Notice of Objection to the Parties, and Claimant shall promptly
10 file any Notice of Objection on WebFile. The Notice of Objection must be signed by the Class
11 Member and contain all information required by the Settlement. The postmark date of the filing and
12 service will be deemed the exclusive means for determining that the Notice of Objection is timely.
13 For the Notice of Objection to be valid, it must include: (a) objector’s full name, signature, address,
14 and telephone number, (b) written statement of all grounds for the objection accompanied by any
15 legal support for such objection, (c) clear reference to the title of this case and case number, and (d)
16 copies of any papers, briefs, or other documents upon which the objection is based.

17 15. The Arbitrator ORDERS pending further order of this Arbitrator, all proceedings in
18 this case, except those contemplated herein and in the Settlement, are stayed.

19 16. If the Arbitrator does not finally approve the Settlement, or the Settlement does not
20 become final for any other reason, then the Settlement, and any documents generated to bring it
21 into effect, will be null and void. Further, any order or judgment entered by the Arbitrator in
22 furtherance of the Settlement, including this order, will be treated as void from the beginning.

23 17. The Arbitrator reserves the right to adjourn or continue the Final Approval Hearing
24 and all dates provided for in the Settlement without further notice to Class Members and retains
25 jurisdiction to consider all further applications arising out of or connected with the Settlement.

26 18. The Arbitrator ORDERS a Final Approval Hearing shall be conducted to determine
27 final approval of the Settlement along with the amount properly payable for: (a) Individual
28 Settlement Payments; (b) Attorneys’ Fees and Costs; (c) Class Representative Enhancement

1 Payment; and (d) Claims Administration Costs. The Final Approval Hearing is set to be heard on
2 February 28, 2025 at 11:00 am at 751 North Fair Oaks Avenue, Pasadena, California 91103 with
3 the above-mentioned Arbitrator.

4 19. Justice Law Corporation shall file the moving papers and appropriate declarations
5 and supporting evidence within sixteen (16) court days prior to the Final Approval Hearing.

6 **IT IS SO ORDERED.**

7
8 Dated: October 11, 2024

By: /s/ Kenneth Yoon
Arbitrator Kenneth Yoon