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FILED
Superior Court of California
County of Los Angeles
10/07/2026
David W. Slayton, Executive Officer / Clerk of Court
By: C. Padilla Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – WEST COVINA COURTHOUSE

RAFAEL CUELLAR, individually and on behalf of all persons similarly situated,

Plaintiff,

vs.

HENIFF TRANSPORTATION SYSTEMS, LLC, an Illinois limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23PSCV00696
[Assigned for all purposes to the Honorable Benjamin P. Hernández-Stern, Dept. 1]

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PLAINTIFF'S CLASS REPRESENTATIVE SERVICE PAYMENT, AND REQUEST FOR ATTORNEY FEES AND COSTS

[Filed concurrently with Notice of Motion and Motion for Final Approval of Class Action Settlement; Memorandum of Points and Authorities in Support of Motion for Final Approval; Declaration of Haig B. Kazandjian; Declaration of Nick Castro of ILYM Group, Inc.; and [Proposed] Order and Judgment]

HEARING INFO
Final Approval Hearing
Date: October 5, 2026
Time: 8:30 AM
Dept.: 1

Action Filed: March 9, 2023
FAC Filed: October 6, 2023
SAC Filed: January 5, 2026
Trial Date: None

ORDER AND JUDGMENT

The motion brought by Rafael Cuellar (herein "Plaintiff" or "Class Representative" or "Representative Plaintiff"), for an order granting final approval of class action settlement came on for hearing in Department 1 of the West Covina Courthouse on October 5, 2026, at 8:30 a.m. This is a wage and hour Class Action and Private Attorneys General Act ("PAGA") representative action brought against Defendant Heniff Transportation Systems, LLC (herein referred to as "Defendant").

The Court, having read the papers filed with regard to Plaintiff's motion for final approval of class action settlement and hearing argument regarding that motion, hereby issues this Final Approval Order and FINDS, ORDERS AND ADJUDGES:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the Participating Class Members, Aggrieved Employees, and the Labor and Workforce Development Agency ("LWDA").

2. The Court certifies the class for purposes of settlement. The class to whom this judgment applies is defined as follows: Defendant Heniff Transportation Systems, LLC's current and former hourly-paid, non-exempt employees, who either were or are employed in the State of California during the Class Period of September 25, 2020 through July 20, 2025.

3. Participating Class Members means a Class Member who did not submit a valid and timely request for exclusion from the Settlement.

4. The Class Period means the time period from September 25, 2020 through July 20, 2025.

5. "Action" means the Plaintiff Rafael Cuellar's lawsuit alleging wage and hour violations against DEFENDANT captioned Rafael Cuellar v. Heniff Transportation Systems, LLC, Complaint, commenced on March 9, 2023, Case No. 23PSCV00696.

6. "Operative Complaint" means the Second Amended Complaint that Plaintiff Cuellar filed on January 5, 2026, adding class action claims to the PAGA-only Complaint, pending in the Los Angeles Superior Court, Case No. 23PSCV00696.

7. "Class Counsel" shall be deemed to be Haig B. Kazandjian Lawyers APC.

8. "Released Parties" means (a) Defendant and (b) its past, present, and/or future parent, subsidiary, affiliated, or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), including each related company, corporation, and/or partnership (defined as a company, corporation, and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), and (c) each of the previously listed persons' and entities' respective past, present, and future agents, contractors, employees, servants, officers, directors, principals, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, divisions, assigns, predecessors, successors, insurers, and consultants.

9. The Court finds that the Class Action and PAGA Settlement Agreement (the "Agreement"), was entered into in good faith, is a product of arm's-length negotiations between the parties and that the terms of the Settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the Settlement satisfies the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10. The Settlement Agreement is therefore finally approved and incorporated herein.

a. The Gross Settlement Amount ("GSA") is $325,000.00

b. The Net Settlement Fund ("Net") is $151,761.23 (GSA minus the following):

c. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys' fees in the amount of $113,750.00 and costs in the amount of $19,638.77.

d. The Court grants the requested Class Representative Service Payment of $10,000.00 to Plaintiff Rafael Cuellar.

e. The Settlement Administrator, ILYM Group, Inc. is awarded $4,850.00 for its fees and services.

f. The Court approves the PAGA payment of $25,000.00 payable as follows:

i. $18,750.00 (75% of $25,000.00 PAGA Payment) payable to the LWDA.

ii. The Court approves payment of $6,250.00 (25% of $25,000.00 PAGA

Aggrieved Employees Payment) payable to the Aggrieved Employees.

g. In addition to the GSA, Defendant will be separately responsible for any employer payroll taxes required by law.

11. The Court orders the parties to the Settlement Agreement to perform forthwith each of their obligations as set forth according to the terms of the Settlement Agreement.

12. "Effective Date" means the date when all of the following events have occurred: (a) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel; (b) the Court has given Preliminary Approval of the Agreement; (c) notice has been given to the Class Members providing them with an opportunity to opt-out of the Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Judgment and judgment approving this Agreement from which no appeal can be taken; and (e) in the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn, the later of the following events: (i) when the period for filing any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) when any appeal, writ, or other appellate proceeding opposing the Agreement and Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Approval Order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Agreement and Settlement shall not become effective until the Court's order approving the Agreement and Settlement is completely final and there is no further recourse for an appellant or objector who seeks to contest the Agreement and Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) have been completed.

13. Funding of the Gross Settlement: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

14. Distribution of GSA: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual

PAGA Payments, the L WDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. Tax Allocation of Individual Class Payments: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

16. The Administrator will calculate each Individual Class Payment as follows: by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

17. Uncashed Checks: The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

18. The parties and the Settlement Administrator have used their best efforts to locate

class members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed Settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

19. No objections to the Settlement were filed and no Class Members have requested to be excluded from the Class Action Settlement.

20. Accordingly, Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

i. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint or ascertained in the course of the Action during the Class Period, including, but not limited to, claims under (i) California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 246, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.2, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2800, and 2802, (ii) California Industrial Welfare Commission Wage Orders 5 and 9, (iii) California Code of Regulations §§ 11010, 11050, and 11090, (iv) California Civil Code § 3287, and (v) California Business and Professions Code § 17000 et seq. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

ii. Release by the LWDA: Release by the: PLAINTIFF, as the proxy and agent of the LWDA and as the representative of all Aggrieved Employees, on behalf of the LWDA and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, by the LWDA based on the facts stated in the Operative Complaint and PLAINTIFF's PAGA Notice or ascertained in the course of the Action during the PAGA Period, including, but not limited to, claims under (i) California Labor Code §§ 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 226, 226.2, 226.3, 226.7, 246, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.2, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2800, and 2802, (ii) California Industrial Welfare Commission Wage Orders 5 and 9, (iii) California Code of Regulations §§ 11010, 11050, and 11090, (iv) California Civil Code § 3287, and (v) California Business and Professions Code § 17000 et seq. PLAINTIFF, as the proxy and agent of the LWDA and as the representative of all Aggrieved Employees, only releases these claims on behalf of the LWDA for the duration of the PAGA Period.

21. The Court bars and permanently enjoins Plaintiff, the Participating Class Members, the LWDA, and Aggrieved Employees from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member or aggrieved employee had or has to the extent provided in the Settlement Agreement.

22. The Parties are ordered to give notice of this order to all class members and Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrator's website.

23. The Court hereby orders Class Counsel to submit this judgment and the order granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision (*l*)(3).

24. Recovery for Plaintiff and the Class Members in this Action is limited to what is set forth in the Settlement Agreement and this Final Approval Order.

25. The recovery for attorneys' fees is limited to what is set forth in the Settlement Agreement and approved by the Court in this Final Approval Order.

26. **The Court hereby orders Class Counsel to file a final Report re: Distribution of the Settlement Funds to the Court by October 5, 2027. The Court sets a ~~non-appearance case management review~~ for ~~October 19, 2027, at 8:30 a.m.~~, OR for** 2/2/2027 **, ~~2027~~ at** 9:00 **a.m./~~p.m.~~ in Department 1 at the Los Angeles Superior Court, West Covina Courthouse.**

Order to Show Cause Re: Distribution of Funds

27. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the Settlement Agreement; (2) any other action necessary to conclude this Settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

28. Neither this Order granting final approval and entering Judgment, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' Settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

29. This Judgment and Order is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

IT IS SO ORDERED.

Dated: 10/07/2026

Benjamin P. Hernandez-Stern / Judge

Honorable Benjamin P. Hernández-Stern,

Judge of the Superior Court

PROOF OF SERVICE