

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

**05/15/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

EMANUEL SANCHEZ HERNANDEZ,  
individually and on behalf of all others similarly  
situated,

PLAINTIFF,

v.

G & J MARTINEZ EXPRESS, INC., a  
California corporation; TOWER TRUCKING  
GROUP, INC., a California corporation; DOES  
1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 22STCV36967

*Assigned for All Purposes to:*  
*Hon. Carolyn B. Kuhl, Department 12*

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
EXPENSES, AND CLASS  
REPRESENTATIVE ENHANCEMENT  
PAYMENT**

Date: May 15, 2024  
Time: 10:30 a.m.  
Place: Department 12

Complaint Filed: November 22, 2022

**~~[PROPOSED]~~ ORDER AND JUDGMENT**

Plaintiff Emanuel Sanchez Hernandez’s Unopposed Motion for Final Approval of Class Action Settlement (“Motion”) came for hearing before the Court on November 15, 2023. At the hearing on November 15, 2023, the Court ordered the parties to make certain corrections in the proposed settlement agreement and class notice, and on or before December 4, 2023, the parties submitted a First Amended Class Action and PAGA Settlement and Class Notice with the Declaration of Rana Nader. The Court, having considered the First Amended Class and PAGA Action Settlement Agreement (“the Settlement”) between Plaintiff and Defendants G & J Martinez Express, Inc. and Tower Trucking Group, Inc. (“Defendants” and together with Plaintiff, the “Parties”); having considered Plaintiff’s Motions for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and Expenses, the supporting Memorandum of Points and Authorities and Declarations filed therewith; with due and adequate notice having been given to all Class Members, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of this action, the Parties, the Class Representative, the Class Members, and Defendant.

2. The Motion for Final Approval is **GRANTED**. The Court grants final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the class and class period stated below. The Court finds the Settlement, and its terms, are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure, when balanced against the probable outcome of further litigation and given the risks relating to liability and damages. Based on the record, the Court finds that the Parties engaged in extensive investigation and research allowing them to reasonably evaluate their respective positions and that at this time would avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by further prosecution of this action. The Settlement, and its terms, were reached as a result of extensive, arms-length negotiations. For the reasons set forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which are adopted and incorporated herein by reference, the

1 Court further finds that Plaintiff has satisfied the standards and applicable requirements for final  
2 approval under applicable law, including the provisions of Code of Civil Procedure Section 382.

3 3. As the requirements of California Code of Civil Procedure Section 382 and California  
4 Rules of Court, Rule 3.760 *et seq.* are satisfied, the Court certifies, for settlement purposes only, the  
5 following Class: Plaintiff and all other individuals who are or were employed by Defendant as a non-  
6 exempt hourly-paid employee, who worked at least one shift in California at any time from November  
7 22, 2018, through December 19, 2023 (the “Class Members” or the “Class”).

8 4. The Court approves the group of aggrieved employees under the Private Attorneys  
9 General Act of 2004 (“PAGA”) as: Plaintiff and all other individuals who are or were employed by  
10 Defendant as a non-exempt hourly-paid employee, who worked at least one shift in California at any  
11 time from November 14, 2021 through December 19, 2023 (the “Aggrieved Employees”).

12 5. For settlement purposes only, the Court finds that Plaintiff Emanuel Sanchez Hernandez is  
13 an adequate representative of the Class and appoints him as such. Further, and for settlement purposes  
14 only, the Court further finds that Rana Nader and Hengameh S. Safaei of Proxy Law Firm LLP as Class  
15 have adequately represented the Class and are appointed as Class Counsel.

16 6. The Court determines that the Parties substantially complied with the distribution of the  
17 Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order filed on  
18 December 19, 2023, and the Class Notice provided to the Class was the best notice practicable under  
19 the circumstances and constituted due and sufficient notice to all persons entitled to such notice.

20 7. The Court confirms and appoints ILYM Group, Inc., as the Settlement Administrator and  
21 concludes the Settlement Administrator took all reasonable and necessary steps to locate and notify each  
22 Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to  
23 the Class fully and accurately informed the Class of all material elements of the Settlement Agreement  
24 and their opportunity to object or comment thereon; was the best notice practicable under the  
25 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with  
26 applicable law. The notice fairly and adequately described the Settlement and provided Class Members

adequate instructions and a variety of means to obtain additional information. A full opportunity has been afforded to Class Members to participate in this hearing. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion are bound by this Judgment.

8. The Court hereby finds that there have been zero objections to the Settlement and zero requests for exclusion. The deadline for Class Members to object to the Settlement or submit a request for exclusion was March 18, 2024. The Court also finds there were no objections at the hearing on final approval.

9. The Court finds that Class Members who did not timely exclude themselves from the Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of this Order Granting Final Approval.

10. Upon the funding of the Gross Settlement Amount, all Class Members, including Plaintiff, shall be deemed to have conclusively and fully, with the same force and effect of res judicata as to each of them, released and discharged Defendants G & J Martinez Express, Inc., and Tower Trucking Group, Inc., and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries (the “Released Parties”) from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint and PAGA Notice or ascertained in the course of the Action, including claims for unpaid overtime; unpaid minimum wages; failure to pay all wages timely during employment and upon termination; failure to reimburse business expenses; failure to provide compliant wage statements; acts of unfair competition; and claims for statutory or civil penalties for any such violations. (the “Released Class Claims”) that arose between November 22, 2018, through December 19, 2023 (the “Class Period”).

11. The Settlement nor the Payment of the Gross Settlement Amount is an admission by Defendants, nor is this Order a finding of the validity of any claim or allegation in the Action of any wrongdoing by Defendants. Neither the Settlement, nor any document referenced therein, nor any action taken to carry out the Settlement will be (a) construed as or used as an admission, concession or indication

1 by or against Defendants of any fault, wrongdoing or liability, including any concession that certification  
2 of a class other than for purposes of settlement would be appropriate in this Action or in any other case or  
3 an admission that any of Defendants' defenses in the Action were without merit, or (b) disclosed, referred  
4 to, or offered in evidence against Defendants in any proceeding except for the purposes of effectuating the  
5 Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding  
6 to enforce its terms, or in defense of any claims released or barred by the Settlement.

7 12. The Court finds the settlement payments provided for under the Settlement to be fair  
8 and reasonable in light of all of the circumstances. The Court orders the calculations and the payments  
9 to be made and administered in accordance with the terms of the Settlement.

10 13. The Court directs Defendants to fund the non-reversionary settlement amount of \$150,000  
11 (the "Gross Settlement Amount") in accordance with the terms of the Settlement Agreement. The Gross  
12 Settlement Amount shall provide for class members individual settlement payments, the class  
13 representative service payment for Plaintiff, Class Counsel's attorney fees and costs, the Settlement  
14 Administrator's fees and expenses, and penalties to the California Labor and Workforce Development  
15 Agency and Aggrieved Employees pursuant to Labor Code Section 2698 *et seq.*

16 14. Defendants shall fund and the Settlement Administrator shall distribute the Gross  
17 Settlement Amount in accordance with the terms of the Settlement Agreement.

18 15. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
19 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of  
20 \$49,995 (one-third of the Gross Settlement Amount) and attorneys' costs in the amount of \$2,896.79  
21 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all  
22 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity  
23 related to the action. The Court further orders that the award of attorneys' fees and costs set forth in  
24 this paragraph shall be administered pursuant to the terms of the Settlement Agreement. The court finds  
25 that the fee amount for counsel is reasonable in light of the benefit provided to the class.

26 16. The Court hereby approves and orders the payment of a service award in the amount of  
\$7,500 to Plaintiff Emanuel Sanchez Hernandez's from the Gross Settlement Amount.

17. The Court hereby approves and orders payment in the amount of \$8,250 (75% of \$11,000.00) from the Gross Settlement Amount for PAGA penalties, which shall be made payable to the California Labor Workforce Development Agency; the remaining \$2,750 (25% of \$11,000.00) shall be distributed to the PAGA Members pursuant to the terms of the Settlement Agreement.

18. The Court hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc., in the amount of \$7,950.

19. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement.

20. The Court hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining un-cashed one hundred and eighty (180) calendar days after being issued shall be void. Following expiration of the check cashing period, the Settlement Administrator will remit these funds to the Court Appointed Special Advocates (CASA) of Orange County in the name of the Participating Class Member who did not negotiate his or her check.

21. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth in the Settlement of this Order.

22. Provided the Settlement becomes effective under the terms of the Agreement, the Court hereby orders that the deadline for the funding of the Settlement and the mailing the Court-approved payments from the Gross Settlement Amount as set forth in the Settlement Agreement.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure § 664.6. Except as provided herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for

1 purposes of implementing the terms of the Settlement, such as requiring the filing of a final report on  
2 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement  
3 administration matters, and addressing such post-judgment matters as may be appropriate under court  
4 rules or applicable law. A final report of the Administrator shall be filed by January 10, 2025 together with  
a proposed amended judgment authorizing distribution to the cy pres recipient.

5 **IT IS SO ORDERED. JUDGMENT WILL BE ENTERED ACCORDINGLY.**

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7 DATED: 05/15/2024, 2024



A handwritten signature in black ink, reading "Carolyn B. Kuhl".

8 Carolyn B. Kuhl / Judge  
9 HONORABLE CAROLYN B. KUHL  
10 JUDGE OF THE SUPERIOR COURT  
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**PROOF OF SERVICE**

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024.

On April 19, 2024, I served the following document(s): [PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT on the following person(s):

Defendants

Bruce D. May, Esq.  
Email: bmay@stuartkane.com  
STUART KANE LLP  
620 Newport Center Drive, Suite 200  
Newport Beach, California 92660  
Tel: (949) 791-5124  
Fax: (949) 791-5200

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the attached Proof of Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business

1 practices. I am readily familiar with this business's practice for collecting and processing  
2 correspondence for mailing. On the same day that correspondence is placed for collection and  
3 mailing, it is deposited in the ordinary course of business with the United States Postal Service,  
4 in a sealed envelope with postage fully prepaid.

5 I am a resident of and employed in the county where the mailing occurred. The envelope or  
6 package was placed in the mail at Los Angeles, California.

7 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the  
8 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,  
9 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's  
10 office, in an envelope or package clearly labeled to identify the attorney being served, with a  
11 receptionist or an individual in charge of the office; or (c) if there was no person in the office with  
12 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between  
13 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the  
14 party or by leaving the documents at the party's residence with some person not younger than 18  
15 years of age between the hours of eight in the morning and six in the evening.

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

18 Executed on April 19, 2024 at Los Angeles, California.

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21 Rana Nader  
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