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10 Attorneys for Plaintiff EMANUEL SANCHEZ HERNANDEZ,
11 individually and on behalf of others similarly situated

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

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

17 PLAINTIFF,

18 v.

19 G & J MARTINEZ EXPRESS, INC., a
20 California corporation; TOWER TRUCKING
21 GROUP, INC., a California corporation; DOES
22 1 through 50, inclusive,

23 DEFENDANTS.
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FILED
Superior Court of California
County of Los Angeles
01/16/2025
David W. Saylor, Executive Officer / Clerk of Court
By: L. McGreené Deputy

CASE NO.: 22STCV36967

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

AMENDED [~~PROPOSED~~] JUDGMENT

Complaint Filed: November 22, 2022

AMENDED [PROPOSED] JUDGMENT

Plaintiff Emanuel Sanchez Hernandez's Unopposed Motion for Final Approval of Class Action Settlement ("Motion") came for hearing before the Court on May 15, 2024. 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, therefore,

HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is **GRANTED**. The Court grants final approval of the Settlement reached by the Parties upon the terms and conditions set forth in the Settlement Agreement. The Court hereby enters final judgment in accordance with the terms of the Parties' Settlement Agreement in the non-reversionary gross settlement amount of \$152,341.66. Of this amount, \$49,995 is awarded as attorneys' fees paid to Plaintiff's counsel; \$2,896.79 is awarded as litigation costs paid to Plaintiff's counsel, \$7,500 is awarded to Plaintiff Emmanuel Sanchez Hernandez as a service and enhancement award and general release payment as being the named representative; \$7,950 is awarded as administrative costs paid to the settlement administrator, ILYM Group, Inc., and \$2,341.66 was payment of Defendants' portion of applicable payroll taxes on the individual settlement payments.

2. The Court approves and orders payment in the amount of \$8,250 (75% of \$11,000.00) from the Gross Settlement Amount for PAGA penalties, which was made payable to the California Labor Workforce Development Agency; the remaining \$2,750 (25% of \$11,000.00) was distributed to the PAGA Members pursuant to the terms of the Settlement Agreement. Third party settlement administrator ILYM Group, Inc. provided claims administration and disbursed settlement funds pursuant to the terms of the Settlement and the Court's Settlement Approval Order. The total gross payment of the individual settlement amount was \$73,408.21. The total net payment in the amount of \$68,130.04, as \$5,278.17 was withheld for payment of employees' portion of applicable taxes, was sent to the 321 Participating Class Members by the Settlement Administrator. The deadline for the

1 Participating Class Members to cash their settlement award checks was December 9, 2024, 180 days
2 after its issuance. The Settlement Administrator will remit a total amount of \$9,630.19 in settlement
3 checks uncashed funds to the Court Appointed Cy Pres Recipient- Special Advocates (CASA) of Orange
4 County in the name of the Participating Class Member who did not negotiate his or her check.

5 3. This Judgment incorporates by reference the terms in the Settlement Agreement and all
6 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

7 4. This Judgment intended to be a final disposition in its entirety of the above captioned
8 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all
9 matters relating to the interpretation, administration, implementation, effectuation, and enforcement of
10 the Settlement pursuant to Code of Civil Procedure Section 664.6.

11
12 **IT IS SO ORDERED. JUDGMENT WILL BE ENTERED ACCORDINGLY.**

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14 DATED: 01/16/2025, 2025



Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
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 January 8, 2025, I served the following document(s): AMENDED [PROPOSED] JUDGMENT on the following person(s):

Defendants

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

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

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

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

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

11 Executed on January 8, 2025 at Los Angeles, California.

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Rana Nader
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