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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIZABETH CANDELARIO, individually, on
behalf of all others similarly situated,

Plaintiff,

v.

REDTAILS LOGISTICS COMPANY LLC, a
limited liability company; REDTAILS
LOGISTICS CORPORATION, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV15238
Assigned to: Hon. Elaine Lu, Dept. 9

Complaint filed: June 29, 2023
FAC filed: October 27, 2023
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 6, 2026
Time: 8:30 a.m.
Dept.: 9

Briefing Schedule

Filing Deadline: April 8, 2026
Opposition Due: April 16, 2026
Reply Due: April 22, 2026

1 On or around December 4, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Elizabeth Candelario ("Plaintiff" or
3 "Class Representative") now seek an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement") for the
5 amount of \$215,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendants Redtails
6 Logistics Company LLC and Redtails Logistics Corporation, Inc. ("Defendants" and together
7 with Plaintiff, the "Parties"). A true and correct copy of the Settlement Agreement is attached to
8 the Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion for Final Approval of Class
9 Action Settlement (the "Class Counsel Declaration") as **Exhibit 1** submitted concurrently with
10 Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendants, and Apex Class Action Administration (the "Administrator").

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'
26 fees of \$71,666.66 or 33 1/3% of the Gross Settlement Amount (the "Class Counsel Fees Payment")
27 and costs of \$30,000.00 (the "Class Counsel Litigation Expenses Payment") and the \$10,000.00
28 service award to Plaintiff (the "Class Representative Service Award") as set forth below.

1 5. Upon Defendants fully funding the Settlement as described in this Agreement, all
2 Participating Class Members, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released
4 Parties from all claims, causes of actions, demands, debts, obligations, penalties, damages or liability
5 of any nature whatsoever, known or unknown, based on or arising out of the facts, circumstances, or
6 primary rights that were alleged, or reasonably could have been alleged, based on the facts stated in
7 the Operative Complaint (and any amendments thereto) that occurred during the Class Period and
8 were ascertained during the Action. This release includes: (1) failure to pay minimum and straight
9 time wages for all hours worked; (2) failure to pay overtime wages (including failure to properly
10 calculate the regular rate of pay to those who worked overtime and earned incentive pay); (3) failure
11 to provide meal periods (including failure to pay meal period premiums at the regular rate of pay and
12 include non-discretionary incentive compensation); (4) failure to authorize and permit rest periods
13 (including failure to pay rest period premiums at the regular rate of pay and include non-discretionary
14 incentive compensation); (5) failure to pay all wages owed in a timely manner, including final wages
15 and during employment; (6) failure to provide complete, accurate itemized wage statements; (7)
16 failure to indemnify employees for expenditures and reimburse employees for business expenses and
17 costs; and (8) unfair business practices and unfair competition violations. This Release shall apply
18 to Plaintiff and the Participating Class Members during the Class Period. Except as set forth in
19 Section E(3) of this Agreement, Participating Class Members do not release any other claims,
20 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
21 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
22 based on facts occurring outside the Class Period.

23 6. Class Period means the period from August 1, 2020, through November 11, 2024.

24 7. Upon Defendants fully funding the Settlement as described in this Agreement, all
25 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
26 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
27 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
28 been alleged, based on the facts, circumstances, or primary rights stated in the Operative Complaint

(and any amendments thereto) and PAGA Notice that occurred during the PAGA Period and were ascertained during the Action. This release includes any and all claims for PAGA penalties involving: (1) failure to pay minimum and straight time wages for all hours worked; (2) failure to pay overtime wages (including failure to properly calculate the regular rate of pay to those who worked overtime and earned incentive pay); (3) failure to provide meal periods (including failure to pay meal period premiums at the regular rate of pay and include non-discretionary incentive compensation); (4) failure to authorize and permit rest periods (including failure to pay rest period premiums at the regular rate of pay and include non-discretionary incentive compensation); (5) failure to pay all wages owed in a timely manner, including final wages and during employment; (6) failure to provide complete, accurate itemized wage statements; and (7) failure to indemnify employees for expenditures and reimburse employees for business expenses and costs. This Release shall apply to Plaintiff, the Aggrieved Employees, the Labor & Workforce Development Agency, and the State of California during the PAGA Period.

8. PAGA Period means the period from July 21, 2022 through November 11, 2024.

9. Upon final approval of the Settlement by the Court, Participating Class Members will release the aforementioned claims against all Released Parties (as defined in the Settlement Agreement).

10. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

11. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the Class Period (defined above) (each “Class Member(s)” and collectively the “Class”) who do not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement (a “Participating Class Member”).

12. No Class Member has objected to the terms of the Settlement.

13. No Class Member has requested exclusion from the Settlement.

1 14. The notice that the Administrator provided to the Class (the “Class Notice”) conforms
2 with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
3 notice practicable under the circumstances, by providing individual notice to all Class Members who
4 could be identified through reasonable effort, and by providing due and adequate notice of the
5 proceedings and of the matters set forth therein to the Class Members. The Class Notice fully
6 satisfies the requirements of due process.

7 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
8 defined in the Settlement Agreement), and the methodology used to calculate and pay each
9 Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement)
10 are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the
11 Net Settlement Payments to the Participating Class Members in accordance with the terms of the
12 Settlement.

13 16. Defendants shall pay the Gross Settlement Amount to resolve this Action and to
14 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
15 Payments. Pursuant to the Settlement Agreement, Defendants shall fund the Gross Settlement
16 Amount in two (2) equal installments. Defendants shall fund the first installment of the Gross
17 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after
18 the Effective Date, and shall fund the second installment of the Gross Settlement Amount by
19 transmitting such funds to the Administrator no later than six (6) months after the date on which the
20 first installment is paid.

21 17. From the Gross Settlement Amount, the Class Representative Service Award shall be
22 paid to Plaintiff Elizabeth Candelario for her service as Class Representative and for his agreement
23 to release her individual claims.

24 18. From the Gross Settlement Amount, \$12,810.00 shall be paid to the Administrator.

25 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$20,000.00
26 (the “PAGA Penalties”) with 75% (\$15,000.00) allocated to the LWDA (the “LWDA PAGA
27 Payment”) and 25% (\$5,000.00) allocated to the Aggrieved Employees (as defined in the
28 Settlement Agreement) (the “Individual PAGA Payments”).

20. The Court hereby confirms Benjamin H. Haber, Chase Stern, Alan Wilcox, and Conor Gomez of Wilshire Law Firm, PLC as “Class Counsel”.

21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees Payment of \$71,666.66 and the Class Counsel Litigation Expenses Payment of \$30,000.00 for their reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

22. Without affecting the finality of this Order in any way, and in accordance with C.C.P. § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendants' counsel, and the Administrator.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

24. _____

IT IS SO ORDERED.

DATE:

Hon. Elaine Lu
Los Angeles County Superior Court