

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

APR 16 2026


BY: Amaris Morales Eumana, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ISRAEL ENRIQUEZ, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

PONCE GROUND SERVICE, LLC, a
California Corporation; and DOES 1 through
50, Inclusive;

Defendants.

CASE NO.: CIVSB2319435

~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT

Hearing Date: April 16, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Carlos Cabrera
Dept.: S24

Action Filed: August 16, 2023
Trial Date: Not yet set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Israel Enriquez (collectively "Plaintiff") for an order
2 finally approving the Class Action Settlement Agreement ("Agreement" or "Settlement") with
3 Defendant Ponce Ground Service, LLC ("Defendant"), attorneys' fees and costs, service payment,
4 and the expenses of the Administrator duly came on for hearing on April 16, 2026 before the
5 Honorable Carlos Cabrera.

6 I.

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Bernardino, and over
13 all Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Hundred and Forty
16 Thousand Dollars (\$140,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm's length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On December 17, 2025, the Court granted preliminary approval of the Settlement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about January 26, 2026. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was March 12, 2026, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The Parties participated in a full-day mediation before Kristin Rizzo, Esq.,
26 an experienced mediator, but did not reach a resolution at that time. Following months of
27 continued negotiations after mediation, the Settlement was ultimately reached through arm's-

1 length bargaining between the Parties. There has been no collusion in the negotiation or execution
2 of the Settlement.

3 b. Plaintiff and his counsel's investigation and discovery have been sufficient
4 to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiff's counsel recommended approval of the Agreement.

7 d. Zero objections were received. Zero requests for exclusion were received.

8 e. The participation rate was high. 133 Class Members will be mailed a
9 settlement payment, representing 100% of the overall Class.

10 9. The consideration to be given to the Class Members under the terms of the
11 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
12 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
13 Members' claims, given the uncertainties and significant risks of the litigation and the delays
14 which would ensue from continued prosecution of the action.

15 10. The Agreement is approved as fair, adequate and reasonable and in the best
16 interests of the Class Members.

17 **Attorneys' Fees and Costs**

18 11. An award of \$46,666.67 for attorneys' fees, representing one-third of the Gross
19 Settlement Amount, and \$15,000.00 for litigation costs and expenses, is reasonable, in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
22 and billing statement.

23 **Class Representative Service Payments**

24 12. The Agreement provides for a Class Representative Service Payments of not more
25 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that Class
26 Representative Service Payment in the amount of \$_____ to Plaintiff is reasonable in light of
27 the risks and burdens undertaken by the Plaintiff in this litigation, for their time and effort in
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1 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
2 release.

3 **Settlement Administration Expenses**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiff, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$6,450.00 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%)
16 share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all
17 Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" means all non-exempt employees who are or previously were
19 employed by Defendant and who performed work in California during the PAGA Period (August
20 3, 2022 through August 1, 2025).

21 15. Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA was provided
22 notice of the Agreement and these settlement terms and has not indicated any objection thereto.
23 The Court finds the PAGA Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All non-exempt Class A Drivers who are or previously were employed by Defendant and
4 who performed work in California during the Class Period.

5 The "Class Period" is August 16, 2019 through August 1, 2025.

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion ("opt out") from the Class.

8 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class.

10 4. Class Counsel are awarded attorneys' fees in the amount of \$46,666.67 and costs in
11 the amount of \$15,000. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendant, Plaintiff or members of the Class.

13 5. The payment of Class Representative Service Payments in the amount of \$10,000
14 to Plaintiff is approved.

15 6. The payment of \$6,450.00 to the Administrator for their fees and expenses is
16 approved.

17 7. The PAGA Penalties of \$10,000 is approved to be distributed in accordance with
18 the Agreement.

19 8. Pursuant to Labor Code section 2699, subdivision (I)(2), Class Counsel shall
20 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
21 entry.

22 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
25 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
26 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
27 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
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1 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
2 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
3 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
4 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
5 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
6 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims and/or Released PAGA Claims.

9 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to
11 send notice of entry of this Final Approval Order and Judgment to individual Class Members.

12 11. If the Agreement does not become final and effective in accordance with the terms
13 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of before entering into the Agreement, and expressly reserve
16 their respective rights regarding the prosecution and defense of this Action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the Action could not be
18 certified as a class action and/or managed as a representative action.

19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiffs, and all members of the Class, shall take nothing in the Action.

22 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of
25 settlement benefits.

26 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
27 provided in the Agreement and in this Final Approval Order and Judgment.

1 4. Effective on the date when Defendant fully fund the entire Gross Settlement
2 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against all Released Parties as follows:

5 5. All Participating Class Members, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators, successors, and
7 assigns, release Released Parties from all claims that were alleged, or reasonably could have been
8 alleged based upon the facts alleged, in the Operative Complaint which occurred during the Class
9 Period, including, any and all claims, actions, and causes of action, arising during the Class
10 Period, for: (1) failure to pay wages, including minimum wages, for all time worked pursuant to
11 California Labor Code sections 1194, 1197, and 1197.1 and the IWC Wage Orders; (2) failure to
12 pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC
13 Wage Orders; (3) failure to provide meal periods pursuant to California Labor Code sections 226.7
14 and 512 and the IWC Wage Orders, or to properly provide meal period premium payments; (4)
15 failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the
16 IWC Wage Orders, or to provide rest period premium payments; (5) failure to pay all wages owed
17 at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6)
18 failure to pay all wages in a timely manner during employment pursuant to California Labor Code
19 section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements
20 pursuant to California Labor Code section 226(a) and the IWC Wage Orders; (8) failure to
21 reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and
22 2802 and the IWC Wage Orders; and (9) violations of California Business & Professions Code
23 sections 17200, *et seq.* Except as set forth in this paragraph, Participating Class Members do not
24 release any other claims, including claims for vested benefits, wrongful termination, violation of
25 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
26 workers' compensation, or claims based on facts occurring outside the Class Period.

1 6. All Aggrieved Employees and the State of California and LWDA are deemed to
2 release, on behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA
4 claims pled or could have been pled based on the factual allegations contained in the Operative
5 Complaint and PAGA Notices sent by Plaintiff that occurred during the PAGA Period, including
6 PAGA claims for violations of California Labor Code sections 201, 202, 203, 204, 226, 226(a),
7 226.2, 226.3, 226.7, 227.3, 232, 234, 246 et. seq. 510, 512(a) 558, 1182.12, 1194, 1194.2, 1197,
8 1197.1, 1197.5, 1198, and 2802. Except as set forth in this paragraph, the Released PAGA Claims
9 do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
10 termination, discrimination, unemployment insurance, disability and worker's compensation, and
11 claims outside of the PAGA Period.

12 (a) Plaintiff and their respective former and present spouses, representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge
14 Released Parties from all claims, transactions, or occurrences that occurred during the Class
15 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
16 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
17 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint,
18 Plaintiff's PAGA Notice ("Plaintiff's Release").

19 7. Plaintiff's Waiver of Rights Under Civil Code Section 1542. Plaintiff expressly
20 waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California
21 Civil Code, which reads:

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23 A general release does not extend to claims that the creditor or releasing party does
24 not know or suspect to exist in his or her favor at the time of executing the release,
25 and that if known by him or her would have materially affected his or her settlement
with the debtor or Released Party.

26 8. For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
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1 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
2 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
3 California Code of Civil Procedure Section 384, subd. (b).

4 9. The Court hereby enters judgment in the entire Action as of the filing date of this
5 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
6 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
7 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
8 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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11 Dated: APR 16 2026



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13 HON. CARLOS CABRERA
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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