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

VENANCIO CARRERA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

TRAIL LINES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV23347

*[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. SSC-6]*

[PROPOSED] FINAL JUDGMENT

Date: April 6, 2026
Time: 10:00 a.m.
Dept.: SSC-6

1 This matter came on regularly for hearing before this Court on April 6, 2026, pursuant to
2 California Rule of Court 3.769 and this Court’s December 5, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Class Action and PAGA Settlement Agreement and Class Notice (referred to
5 hereinafter as “Settlement” or “Settlement Agreement”)¹ and the documents and evidence
6 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
7 enters JUDGMENT as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All individuals whom Defendant Trail Lines, Inc. classified as independent
12 contractors and who worked for Defendant in California at any time during
13 the Class Period.

14 Class Period means the time period starting on September 26, 2019 and
15 ending on December 5, 2025.

16 2. Plaintiff Venancio Carrera is hereby confirmed as Class Representative, and Scott
17 M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of
18 Haines Law Group, APC are hereby confirmed as Class Counsel.

19 3. Notice was provided to the 68 Settlement Class Members as set forth in the
20 Settlement. The form and manner of notice were approved by the Court on December 5, 2025,
21 and the notice process has been completed in conformity with the Court’s Order. The Court
22 finds that said notice was the best notice practicable under the circumstances. The Court
23 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval
24 provided due and adequate notice of the proceedings and matters set forth therein, informed
25 Settlement Class members of their rights, and fully satisfied the requirements of California Code
26 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 zero (0) of the 68 class members have opted out of the Settlement, and that the 100 percent
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders Defendant to deliver the Remaining Gross Settlement Amount
17 of Three Hundred Sixty Thousand Dollars and Zero Cents (\$360,000.00) to Phoenix
18 Settlement Administrators, the Settlement Administrator, as provided for in the Settlement.
19 Specifically, Defendant shall fully fund the Remaining Gross Settlement Amount,
20 including all amounts necessary to fully pay Defendant's share of payroll taxes, by
21 transmitting such funds to the Administrator no later than thirty (30) days after the Effective
22 Date. The Effective Date is the date by which both of the following have occurred: (a) the
23 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
24 Judgment is final.

25 8. The Court finds that the settlement payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 individual payments in conformity with the terms of the Settlement.
28

1 9. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
2 Venancio Carrera is appropriate for his risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 10. The Court finds that attorneys' fees in the amount of \$127,250.00 and actual
6 litigation costs of \$15,658.38 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 11. The Court orders that the Settlement Administrator shall be paid \$5,995.00 from
10 the Remaining Gross Settlement Amount for all of its work done and to be done until the
11 completion of this matter, and finds that sum appropriate.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75 percent share of the
14 \$20,000 settlement of Plaintiff's representative action under the California Labor Code Private
15 Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
16 Administrator to distribute this payment to the LWDA in conformity with the terms of the
17 Settlement. The remaining 25 percent or \$5,000.00 of the PAGA Penalties is to be distributed
18 to the 44 Aggrieved Employees in conformity with the terms of the Settlement.

19 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
20 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
21 separately, and in addition to, the Class Settlement Amount.

22 14. After the above deductions, attorneys' fees (\$127,250.00), attorneys' litigation
23 costs (\$15,658.38), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
24 (\$5,995.00), and PAGA Penalties (\$20,000.00), the Net Settlement Amount of \$183,596.62 is to
25 be distributed to 68 Settlement Class members, that worked a total of 3,022.32 workweeks during
26 the Class Period, in conformity with the terms of the Settlement.

1 15. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
3 have released the Released Claims as set forth in the Settlement, and will be permanently barred
4 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

5 16. Upon the date on which the full payment of the Remaining Gross Settlement
6 Amount and associated employer-side taxes are made by Defendant, by virtue of this Judgment,
7 Plaintiff and all Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release Defendant and its respective former, current and future parent companies,
10 subsidiaries, affiliates, shareholders, managers, members, agents, principals, including Ofer
11 Shitrit, Reuven Spivak and Iris Spivak, heirs, representatives (including, without limitation, any
12 investment bankers, accountants, auditors, consultants, insurers, reinsurers, attorneys and any
13 past, present or future officers, directors and employees), predecessors, successors, and assigns
14 (“Released Parties”) from all claims that were alleged, or reasonably could have been alleged,
15 based on the facts stated in the First Amended Complaint and/or ascertained during the course
16 of the Action and which occurred during the Class Period. The claims released include, without
17 limitation: (1) failure to pay minimum wages owed; (2) failure to provide accurate, itemized
18 wage statements; (3) failure to reimburse necessary business expenses; (4) unlawful deductions
19 from wages; (5) failure to pay all wages owed upon termination; (6) unfair business practices in
20 violation of Business and Professions Code section 17200, *et seq.* premised on the foregoing
21 claims; (7) violation of or liability under California Labor Code sections 201, 202, 203, 204, 210,
22 218.5, 218.6, 221, 226 *et seq.*, 226.8, 510, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802,
23 2804, and the relevant Wage Orders issued by the Industrial Welfare Commission; and (8) any
24 and all related claims for attorneys’ fees and costs.

25 17. Upon the date on which the full payment of the Remaining Gross Settlement
26 Amount and associated employer-side taxes are made by Defendant, by virtue of this Judgment,
27 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective
28

1 former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or
3 reasonably could have been alleged, based on the facts stated in the First Amended Complaint
4 and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred
5 during the PAGA Period. The claims released include, without limitation: 1) failure to pay
6 minimum wages owed; (2) failure to provide accurate, itemized wage statements; (3) failure to
7 reimburse necessary business expenses; (4) unlawful deductions from wages; (5) failure to pay
8 all wages owed upon termination; and (6) any and all related claims for attorneys' fees and costs.

9 18. Plaintiff, for himself and for each of his heirs, executors, administrators,
10 successors, and assigns releases, acquits and forever discharges Defendant, and each of its past
11 or present parents, subsidiaries and related entities, including but not limited to Trail Lines, Inc., as
12 well as their respective officers, directors, shareholders, persons, employees, including but not
13 limited to agents, servants, representative, members, attorneys, insurers, re-insurers, assigns, and
14 any of their predecessors, successors and assigns, or employees from any and all claims,
15 demands, obligations, actions, causes of action, liabilities, debts, promises, agreements,
16 demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected,
17 filed or unfiled, that Plaintiff may have or have had arising out of any known or unknown fact,
18 condition or incident occurring prior to October 16, 2024. Plaintiff also agrees to release, in
19 addition to the Released Class Claims and Released PAGA Claims, all claims, whether known
20 or unknown, under federal, state, or local law against the Released Parties for the time period
21 through October 16, 2024. For purposes of Plaintiff's Release only, Plaintiff expressly waives
22 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California
23 Civil Code, which reads:

24 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
25 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
26 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
27 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
28 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
DEBTOR OR RELEASED PARTY.

1 19. The Releases identified shall be null and void if Defendant fails to fully fund the
2 settlement.

3 20. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 21. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of
10 Court, Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, the Final Approval
11 Order, and this Judgment.

12 **JUDGMENT IS SO ENTERED.**

13
14 Dated: _____, 2026

Honorable Elihu M. Berle
Judge of the Superior Court