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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

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

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

22 3. Notice was provided to the Settlement Class of 68 as set forth in the Settlement. The
23 form and manner of notice were approved by the Court on December 5, 2025, and the notice process
24 has been completed in conformity with the Court's Order. The Court finds that said notice was the best
25 notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and
26 Hearing Date for Final Court Approval provided due and adequate notice of the proceedings and matters
27

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

1 set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements
2 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

18 7. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

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

11 12. The Court finds that attorneys’ fees in the amount of \$127,250.00 and actual litigation
12 costs of \$15,658.38 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
13 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

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

17 14. The Court finds that the payment to the California Labor & Workforce Development
18 Agency (“LWDA”) in the amount of \$15,000.00 for its 75 percent share of the \$20,000 settlement of
19 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
20 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
21 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25 percent or
22 \$5,000.00 of the PAGA Penalties is to be distributed to the 44 Aggrieved Employees in conformity with
23 the terms of the Settlement.

24 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
25 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
26 and in addition to, the Gross Settlement Amount.

1 16. After the above deductions, attorneys' fees (\$127,250.00), attorneys' litigation costs
2 (\$15,658.38), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$5,995.00),
3 and PAGA Penalties (\$20,000.00), the Net Settlement Amount of \$183,596.62 is to be distributed to 68
4 Settlement Class members, that worked a total of 3,022.32 workweeks during the Class Period, in
5 conformity with the terms of the Settlement.

6 17. The Court finds and determines that upon satisfaction of all obligations under the
7 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
8 released the Released Claims as set forth in the Settlement, and will be permanently barred from
9 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

10 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
11 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
12 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
13 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

14 18. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court,
15 Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, this Final Approval Order, and
16 the Judgment entered in connection with the Settlement.

17 19. The Settlement Administrator shall file a declaration regarding the disbursement of
18 Settlement funds on or before December 1, 2026.

19
20 **IT IS SO ORDERED.**

21
22 Dated: _____, 2026

Honorable Elihu M. Berle
Judge of the Superior Court