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Superior Court of California,
County of Monterey
On 07/11/2025
By Deputy: Conder, Perla

Attorneys for Plaintiff Jose Renteria and the Class

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

JOSE RENTERIA,

Plaintiff,

v.

**AMERICAN INTERNATIONAL
TRANSPORTATION SERVICE, INC., a
corporation; and DOES 1-100, inclusive,**

Defendants.

Case No.: 24CV001642

**~~PROPOSED~~ ORDER AND JUDGMENT OF
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 11, 2025
Time: 8:30 a.m.
Dept.: 15

Before the Court are the Unopposed Motions for (1) Final Approval of Class and Representative Action Settlement; and (2) for Fees and Costs of Class Counsel, Service Payment to Class Representative, and Costs of Claims Administration, filed by Plaintiff Jose Renteria ("Plaintiff"). Defendant American International Transportation, Inc. ("Defendant") did not oppose either motion.

The Court held a fairness and good faith determination hearing on July 11, 2025 at 8:30 a.m. in Department 15 of the above-entitled Court. Appearances by counsel are reflected in the Court's record. For the reasons set forth below, after fully considering all supporting papers, declarations, evidence and arguments, the Court hereby grants both of Plaintiff's motions, hereby enters Judgment, and makes the following determinations and Orders:

1 1. All terms used in the Order Granting Final Approval of Class and Representative
2 Action Settlement (“Order”) shall have the same meaning as defined in the Class and Representative
3 Action Settlement Agreement and Release (“Settlement Agreement”).

4 2. The distribution of the Class Notice to the Class as set forth in the Settlement
5 Agreement has been completed in conformity with the Court’s February 21, 2025 Order Granting
6 Preliminary Approval of Class and Representative Action Settlement. The Class Notice provided
7 adequate notice of the proceedings and about the case, including the proposed settlement terms as set
8 forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements. The
9 Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members
10 who could be identified through reasonable effort. As executed, the notice to the Class Members was
11 the best notice practicable under the circumstances.

12 3. For settlement purposes only, the Court finally certifies the Class as defined in the
13 Settlement Agreement, as follows:

14 All current and former nonexempt employees who worked directly for American
15 International Transportation Service, Inc. in California at any time from April 22, 2020
through February 21, 2025.

16 4. Additionally, and for settlement purposes only, the Court finally certifies the Former
17 Employee Subclass as defined in the Settlement Agreement, as follows:

18 All former nonexempt employees who worked directly for American International
19 Transportation Service, Inc. in California at any time from April 22, 2021 through
20 February 21, 2025.

21 5. The Court deems the Class definition sufficient for the purpose of California Rule of
22 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

23 6. The Court confirms and appoints Plaintiff Jose Renteria as Class Representative.

24 7. The Court confirms and appoints Mayall Hurley P.C., by and through John P. Briscoe,
25 as Class Counsel.

26 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
27 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties
28 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.

1 The Court further finds that the Parties have conducted extensive investigation and research, and that
2 their attorneys were able to reasonably evaluate their respective positions. The Court also finds that
3 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and
4 risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary
5 recovery being provided as part of the Settlement and recognizes the significant value afforded to
6 Participating Class Members.

7 9. The Court approves the payment of \$4,450 to Apex Class Action, LLC for
8 administering the Settlement. The payment authorized by this paragraph shall be made in accordance
9 with the terms of the Settlement Agreement.

10 10. The Court awards attorneys' fees in the amount of \$35,417 to Class Counsel. The fees
11 sought by Class Counsel amount to one-third of the common fund, common in smaller wage and hour
12 class actions such as this. Class Counsel also provided the Court with the materials necessary to
13 perform a lodestar cross-check. Class Counsel calculate their lodestar fee to be \$76,314 based on
14 reasonable hours worked and reasonable hourly rates. Because the fees requested are appropriate
15 under both the common fund and lodestar methods, this Court grants this request.

16 11. The Court finds that the attorneys' fees and costs requested were reasonable in light of
17 the relevant factors. The payment of fees to Class Counsel shall be made in accordance with the
18 terms of the Settlement Agreement.

19 12. The Court awards actual costs of \$9,760.12 to Class Counsel. The Court finds that
20 Class Counsel's expended costs were reasonable. Payment of costs to Class Counsel shall be made in
21 accordance with the terms of the Settlement Agreement.

22 13. The Court approves the payments of \$5,000 to Plaintiff as a class representative
23 enhancement award.

24 14. The Settlement Agreement is not an admission by Defendant or by any of the other
25 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
26 by Defendant or any of the other Released Parties. Neither this Order, the Settlement Agreement, nor
27 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
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1 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
2 liability whatsoever by or against Defendant or any of the other Released Parties.

3 15. Upon the Effective Date, each Participating Class Member releases and discharges the
4 Released Parties from the Released Claims for the period of April 22, 2020 through February 21,
5 2025 (the date of preliminary approval).

6 16. Furthermore, and upon the Effective Date, each Participating Former Employee
7 Subclass member releases and discharges the Released Parties from the Released Former Employee
8 Subclass Claims for the period of April 22, 2021 through February 21, 2025.

9 17. The Parties shall bear their own respective attorneys' fees and costs except as to those
10 provided in the Settlement and this Order.

11 18. Final Approval having been granted to the Parties' Settlement, the Court hereby enters
12 Final Judgment in this matter.

13 19. A final compliance hearing is hereby set for April 7, 2026 at
14 9 a.m. in this Department.

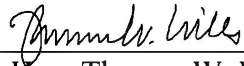
15 20. Pursuant to section 384 of the Code of Civil Procedure, no later than
16 March 30, 2026, Class Counsel shall submit a report to the Court specifying the total amount
17 paid to Participating Class Members, and the residue of unclaimed funds that will be paid to the
18 entities identified as the recipients of such funds in the Settlement Agreement, along with a proposed
19 amended judgment. No later than five days after receipt of notice of entry of the amended judgment,
20 the Parties shall submit the amended judgment to the Judicial Council, pursuant to section 384.5 of
21 the Code of Civil Procedure, and shall file a proof of service with the Court confirming this.

22 21. In accordance with the terms of the Settlement Agreement, Defendant shall fund the
23 Qualified Settlement Fund with sufficient funds to satisfy its obligations under the terms of the
24 Settlement and in this Order. The Claims Administrator is directed to mail out the checks to
25 Participating Class Members in accordance with the terms of the Settlement Agreement, and to make
26 all of the other payments to Plaintiff, the Labor and Workforce Development Agency, Class Counsel,
27 and itself as required by the Settlement Agreement and this Order.

1 22. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
2 purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters,
3 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
4 law.

5 IT IS SO ORDERED.

6
7 DATED: July 11, 2025



Hon. Thomas W. ~~Wills~~ WILLS
Judge of the Superior Court