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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LUZ HERNANDEZ, TYLER SMITH,
individually, on behalf of all others similarly
situated, the State of California and other
aggrieved employees,

Plaintiffs,

v.

UNITED GROUND EXPRESS, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2326322

Consolidated with Case Nos. CIVSB2405630
and CIVSB2410517

Assigned to: Hon. David E Driscoll, Dept.
S22

Complaint filed: October 30, 2023

FAC filed: September 11, 2024

SAC filed: December 19, 2025

Trial date: Not set

CLASS & PAGA ACTION

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

FINAL APPROVAL HEARING

Date: August 4, 2026

Time: 8:30 a.m.

Dept.: S22

1 On or around March 24, 2026, this Court issued an Order Granting Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Luz Hernandez and Tyler Smith
3 (collectively the "Plaintiffs" or "Class Representatives") now seek an order granting final
4 approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement")
5 for the amount of \$1,500,000.00 (the "Gross Settlement Amount") between Plaintiffs and Defendant
6 United Ground Express, Inc. ("Defendant," and together with Plaintiffs the "Parties"). A true
7 and correct copy of the Settlement is attached to the Declaration of Alan Wilcox in Support of
8 Plaintiffs' Motion for Final Approval of Class Action Settlement (the "Class Counsel Declaration")
9 as **Exhibit 1** submitted concurrently with Plaintiffs' Motion for Final Approval of Class Action
10 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, Plaintiffs, the Class
20 Members, Defendant, and ILYM Group, Inc. (the "Administrator").

21 3. The term "Class Period" means the period from October 30, 2019, to April 12, 2025.

22 4. The term "PAGA Period" means the period from December 11, 2022, to April 12,
23 2025.

24 5. Solely for purposes of effectuating the Settlement, the Court certifies the following
25 Class: all persons employed by Defendant in California and classified as hourly-paid employees
26 who worked for Defendant during the Class Period (each "Class Member(s)" and collectively the
27 "Class"), with each such person who does not timely and validly exclude themselves from the
28 Class in compliance with the exclusion procedures set forth in this Settlement to be deemed a

1 “Participating Class Member.”

2 6. The term “Released Parties” means Defendant and each of its former and present
3 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
4 assigns, subsidiaries, and affiliates.

5 7. The Court hereby approves Benjamin H. Haber, Daniel Kramer, and Alan Wilcox of
6 Wilshire Law Firm, PLC as “Class Counsel.”

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

10 9. The Court finds that the Settlement appears to have been made and entered into in
11 good faith and hereby approves the Settlement payments as set forth below.

12 10. Release by Participating Class Members: Effective on the date when Defendant
13 fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
14 Portion of the Individual Class Payments as described in the Settlement, all Participating Class
15 Members, on behalf of themselves and their respective former and present representatives, agents,
16 attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all
17 claims that were or could have been asserted based on the facts pled in the Operative Complaint or
18 the PAGA Notice, irrespective of theory of liability. This release specifically includes but is not
19 limited to, state wage and hour claims for any and all violations of California's Labor Code and
20 Unfair Competition Law based on Defendant’s alleged failure to pay for all hours worked
21 (including minimum, straight time, and overtime wages); meal period violations, including but not
22 limited to failure to provide meal periods and failure to correctly calculate the appropriate rate of
23 pay for meal period premiums; rest period violations, including but not limited to failure to
24 authorize and permit rest periods and failure to correctly calculate the appropriate rate of pay for
25 rest period premiums; failure to maintain accurate and/or complete records; failure to timely pay
26 final wages during employment and/or at termination; failure to furnish accurate itemized wage
27 statements; paid sick leave violations, including but not limited to failure to pay sick leave wages
28 and failure to correctly calculate the appropriate rate of pay for sick leave; failure to reimburse

1 business expenses; failure to pay vested vacation time; unlawful deductions; failure to pay
2 reporting time pay; failure to provide suitable seating; unfair and/or unlawful competition and/or
3 business practices; and all damages, interest, penalties, attorneys' fees, costs, and other amounts
4 recoverable under said causes of action under California law, to the extent permissible, including,
5 but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6,
6 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558,
7 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802,
8 2810.5 and the applicable Wage Orders. Participating Class Members do not release any other
9 claims, including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security, workers'
11 compensation, or claims based on facts occurring outside the Class Period.

12 11. Release by Aggrieved Employees: Effective on the date when Defendant fully funds
13 the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of
14 the Individual Class Payments as described in the Settlement, the LWDA, Plaintiffs as proxies for
15 the State, and all Aggrieved Employees are deemed to release, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
17 and assigns, the Released Parties from all claims for PAGA penalties that were or could have been
18 asserted based on the facts pled in the Operative Complaint or the PAGA Notice, irrespective of
19 theory of liability. This release specifically includes but is not limited to, state wage and hour
20 claims for any and all violations of California's Labor Code and Unfair Competition Law based on
21 Defendant's alleged failure to pay for all hours worked (including minimum, straight time, and
22 overtime wages); meal period violations, including but not limited to failure to provide meal
23 periods and failure to correctly calculate the appropriate rate of pay for meal period premiums; rest
24 period violations, including but not limited to failure to authorize and permit rest periods and
25 failure to correctly calculate the appropriate rate of pay for rest period premiums; failure to
26 maintain accurate and/or complete records; failure to timely pay final wages during employment
27 and/or at termination; failure to furnish accurate itemized wage statements; paid sick leave
28 violations, including but not limited to failure to pay sick leave wages and failure to correctly

1 calculate the appropriate rate of pay for sick leave; failure to reimburse business expenses; failure
2 to pay vested vacation time; unlawful deductions; failure to pay reporting time pay; failure to
3 provide suitable seating; unfair and/or unlawful competition and/or business practices; and all
4 damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
5 causes of action under California law, to the extent permissible, including, but not limited to,
6 California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5,
7 226, 226.3, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5,
8 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during
9 the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA
10 Period.

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

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

14 14. One Class Member has requested exclusion from the Settlement.

15 15. The notice that the Administrator provided to the Class (the "Class Notice")
16 conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and
17 constituted the best notice practicable under the circumstances, by providing individual notice to all
18 Class Members who could be identified through reasonable effort, and by providing due and
19 adequate notice of the proceedings and of the matters set forth therein to the Class Members. The
20 Class Notice provided to the Class fully satisfied the requirements of due process.

21 16. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
22 defined in the Settlement Agreement), and the methodology used to calculate and pay each
23 Participating Class Member's Individual Class Payment (as defined in the Settlement Agreement)
24 are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the
25 Net Settlement Payments to the Participating Class Members in accordance with the terms of the
26 Settlement.

27 17. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
28 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class

1 Payments. Pursuant to the Settlement Agreement, Defendant shall fully fund the Gross Settlement
2 Amount and shall also fund the additional amounts necessary to fully pay Defendant's share of
3 payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective
4 Date.

5 18. From the Gross Settlement Amount, Plaintiffs Luz Hernandez and Tyler Smith shall
6 each be paid \$15,000.00 (\$30,000.00 total) for their service as representatives for the Class and the
7 releases provided.

8 19. From the Gross Settlement Amount, \$12,950.00 shall be paid to the Administrator.

9 20. From the Gross Settlement Amount, PAGA Penalties in the amount of \$50,000.00
10 (the "PAGA Penalties") with 75% (\$37,500.00) allocated to the LWDA (the "LWDA PAGA
11 Payment") and 25% (\$12,500.00) allocated to the Aggrieved Employees (as defined in the
12 Settlement Agreement) (the "Individual PAGA Payments").

13 21. From the Gross Settlement Amount, Class Counsel is awarded the requested
14 reasonable attorneys' fees of \$500,000.00 (the "Class Counsel Fees Payment") and costs of
15 \$43,968.53 (the "Class Counsel Litigation Expenses Payment") incurred in the Action. These
16 payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
17 the fees and costs are reasonable in light of the benefit provided to the Class.

18 22. Without affecting the finality of this Order in any way, and in accordance with Code
19 of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation,
20 interpretation, and enforcement of the Settlement with respect to all Parties, Class Counsel,
21 Defendant's counsel, and the Administrator.

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1 23. Plaintiffs’ Motion for Final Approval of Class Action Settlement is hereby
2 **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of
3 this Order.

4 24. _____
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9 **IT IS SO ORDERED.**

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11 DATE:

12 Hon. David E Driscoll
13 San Bernardino County Superior Court
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