

FILED
Superior Court of California
County of Los Angeles

12/19/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

EMANUEL SANCHEZ HERNANDEZ,
individually and on behalf of all others similarly
situated,

PLAINTIFF,

v.

G & J MARTINEZ EXPRESS, INC., a
California corporation; TOWER TRUCKING
GROUP, INC., a California corporation; DOES
1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 22STCV36967

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Department 12

**SECOND AMENDED [~~PROPOSED~~]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: November 22, 2022
Trial Date: None set

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The Court has reviewed Plaintiff Emanuel Sanchez Hernandez's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). At a hearing on November 15, 2023, the Court ordered the parties to make certain corrections in the proposed settlement agreement and class notice, and on or before December 4, 2023, the parties submitted a First Amended Class Action and PAGA Settlement and Class Notice with the Declaration of Rana Nader. The Court, having considered the First Amended Class and PAGA Action Settlement Agreement ("the Settlement") between Plaintiff and Defendants G & J Martinez Express, Inc. and Tower Trucking Group, Inc. ("Defendants" and together with Plaintiff, the "Parties"); having considered Plaintiff's Motion, the supporting Memorandum of Points and Authorities and Declarations filed therewith; and good cause appearing,

HEREBY ORDERS AS FOLLOWS:

1. The Motion is GRANTED. For the purpose of the Settlement only, the Court finds that certification of the Class is appropriate because (a) the Class is ascertainable and sufficiently numerous, (b) a well-defined community of interest exists, and (c) there are substantial benefits from certification that render proceeding on a class-wide basis superior to any alternatives. Furthermore, the Court finds that (a) the terms of the Settlement appear to be fair and reasonable to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damage issues, and potential appeals; (b) Class Counsel is experienced in wage-and-hour class-action litigation; (c) significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff and Defendants to reasonably evaluate one another's positions; (d) approving the Settlement will avoid the substantial costs, delay, and risks that would be presented by further litigation; and (e) the terms of the Settlement were the result of intensive, serious, and non-collusive negotiations between Plaintiff and Defendants, including a private mediation. Accordingly, the Court preliminarily finds that the Settlement falls within the range of possible approval and therefore meets the requirements for preliminary approval.

2. The Court conditionally certifies the following Class for the purpose of the Settlement only: all current and former non-exempt employees who worked at least one shift for Defendants at any time from November 22, 2018 through the date the Court enters an order preliminarily approving the

1 Settlement. The Court preliminarily approves the class of Aggrieved Employees under the PAGA claims
2 as all current and former non-exempt employees who worked at least one shift for Defendants in
3 California at any time from November 14, 2021 through the date the Court enters an order preliminarily
4 approving the Settlement.

5 3. The Court conditionally appoints Rana Nader and Hengameh S. Safaei of Proxy Law
6 Firm LLP as Class Counsel.

7 4. The Court conditionally appoints Emanuel Sanchez Hernandez as the Class
8 Representative.

9 5. The Court conditionally appoints ILYM Group, Inc., as the Claims Administrator.

10 6. The Court conditionally approves, as to form and content, the Notice contemplated by
11 the Settlement. The Court finds that the Notice and the notification procedures contemplated by the
12 Settlement constitute the best notice practicable under the circumstances, and that the Notice and the
13 notification procedures contemplated by the Settlement are in full compliance with the laws of the State
14 of California, the laws of the United States (to the extent applicable), and the requirements of due
15 process. The Court further finds that the Notice appears to fully and accurately inform Class Members
16 of all material terms of the Settlement, including the manner in which Individual Settlement Payments
17 will be calculated; the right to request, and procedure for requesting, exclusion from the Settlement
18 Class; and the right to object, and procedure for objecting, to the Settlement.

19 7. Because the Settlement is within the range of possible final approval, the Court adopts
20 and incorporates the provisions of the Settlement, including, but not limited to, the dates for performance
21 contemplated by the Settlement. Those dates include the following:

22 a. No later than fifteen (15) court days after the Court grants Preliminary Approval, Defendants
23 shall provide the Claims Administrator with the Class List for purposes of preparing and mailing Notice
24 to the Class.

25 b. No later than fourteen (14) court days after receiving the Class Data, the Claims
26 Administrator shall mail Notice to the Class. Settlement Class Members do not need to submit any claim
27 forms to receive their respective Individual Settlement Payments.

1 c. Class Members shall have until forty-five (45) calendar days after the Claims Administrator
2 mails Notice to submit requests for exclusion to the Claims Administrator. To be considered valid, a
3 request for exclusion must contain the name, address, and email address or telephone number of the
4 Class Member requesting exclusion; must be signed and dated by the Class Member; and must include
5 a statement from the Class Member reciting, in substance, that he or she wishes to exclude himself or
6 herself from the Settlement and that he or she understands that, by doing so, he or she will not receive
7 any settlement proceeds. Any Class Member who validly requests to be excluded will not be entitled to
8 any recovery under the Settlement; will not be bound by the terms of the Settlement; and will not have
9 any right to object to, appeal from, or comment on the Settlement.

10 d. Class Members shall have until forty-five (45) calendar days after the Claims Administrator
11 mails Notice to submit written objections to the Claims Administrator. A written objection must contain
12 the objecting Class Member's full name and current address, must specifically state all objections and
13 the reasons supporting the objections, and must include any and all supporting papers. The objection
14 also must state whether the Class Member intends to appear at the Final Approval Hearing.

15 e. The Final Approval Hearing will be held on _____, 2024 at _____ in Courtroom 12 of the
16 above-captioned Court. Plaintiff shall file a motion for final approval by _____ 2024. Plaintiff also
17 shall file a motion for approval of any Fee and Expense Award, as well as any Incentive Award to the
18 Class Representative, by _____ 2024, to be heard at the same time as the motion for final approval.

19 8. Other than the proceedings contemplated herein, all discovery and other proceedings in
20 the Action are stayed and suspended until further order of the Court.

21 **IT IS SO ORDERED.**

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23 DATED: 12/19/2023, 2023



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024.

On December 6, 2023, I served the following document(s): SECOND AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the following person(s):

Defendants

Bruce D. May, Esq.
Email: bmay@stuartkane.com
STUART KANE LLP
620 Newport Center Drive, Suite 200
Newport Beach, California 92660
Tel: (949) 791-5124
Fax: (949) 791-5200

The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the attached Proof of Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

1 I am a resident of and employed in the county where the mailing occurred. The envelope or
2 package was placed in the mail at Los Angeles, California.

3 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
4 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
5 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
6 office, in an envelope or package clearly labeled to identify the attorney being served, with a
7 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
8 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
party or by leaving the documents at the party's residence with some person not younger than 18
years of age between the hours of eight in the morning and six in the evening.

9 I declare under penalty of perjury under the laws of the State of California, that the foregoing
10 is true and correct.

11 Executed on December 6, 2023 at Los Angeles, California.

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Rana Nader
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