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ORIGINAL FILED**
Superior Court of California
County of Los Angeles

APR 30 2021

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

6 Attorneys for Plaintiff Jonathan Reyes-Delcid

7 *[Additional counsel listed on following page]*

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

11 JONATHAN REYES-DELCID, an
individual, on behalf of himself and all others
12 similarly situated,

13 Plaintiffs,

14 vs.

15 SNS TRANSPORTATION SERVICES
INC., a California Corporation, dba
16 AMERICAN TRANSPORTATION
SERVICES; and DOES 1 through 100,

17 Defendants.

Lead Case No. BC683026 (Related to
BC689509)

CLASS ACTION

*[Assigned for all purposes to the Hon.
Daniel J. Buckley, Dept. SSC-1]*

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

Date: April 30, 2021

Time: 10:30 a.m.

Dept.: SSC-1

Complaint Filed: November 13, 2017

Trial Date: None Set

21 ALBERTO REYES, individually, and on
22 behalf of all others similarly situated,

23 Plaintiff,

24 vs.

25 SNS TRANSPORTATION SERVICES
INC., a California Corporation, dba
26 AMERICAN TRANSPORTATION
SERVICES; and DOES 1 through 100,

27 Defendants.
28

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6 Attorneys for Plaintiff Alberto Reyes
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1 **[AMENDED PROPOSED] ORDER AND FINAL JUDGMENT**

2 The Motion of Plaintiffs Jonathan Reyes-Delcid and Alberto Reyes (collectively
3 "Plaintiffs") for Final Approval of Class Action Settlement, Class Representative Enhancement
4 Awards, and Attorneys' Fees and Costs ("Final Approval Motion") came on regularly for hearing
5 before this Court on April 30, 2021 at 10:30 a.m., pursuant to California Rule of Court 3.769 and
6 this Court's earlier Order Granting Preliminary Approval of Class Action Settlement. Having
7 considered the parties' Stipulation of Settlement ("Settlement Agreement" or "Settlement")¹ and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiffs' Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, a Settlement Class consisting of the following:

18 All current and former non-exempt employees who have worked for SNS
19 Transportation Services Inc. in California during the time period of
20 November 13, 2013 through June 1, 2020 (the "Class Period").

21 3. Plaintiffs Jonathan Reyes-Delcid and Alberto Reyes are hereby confirmed as Class
22 Representatives, and Paul K. Haines and Sean M. Blakely of Haines Law Group, APC, and Kane
23 Moon and Allen Feghali of Moon & Yang, APC, are hereby confirmed as Class Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement,
25 which was approved by the Court on December 4, 2020, and the notice process has been
26 completed in conformity with the Settlement and the Court's Order. The Court finds that said

27 _____
28 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 notice was the best notice practicable under the circumstances. The Class Notice provided due
2 and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
3 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure
4 § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 only two (2) Settlement Class members, Bryan Acon and Jessica Perez, opted out of the
7 Settlement, and that the 98.58% participation rate in the Settlement supports final approval.

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

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

20 8. The Court finds that given the absence of objections to the Settlement, and
21 objections being a prerequisite to appeal, that this Order shall be considered final as of the date it
22 is signed by this Court.

23 9. The Court finds that Defendant SNS Transportation Services Inc. ("Defendant")
24 has already deposited the Gross Settlement Amount of \$700,000.00 with the Settlement
25 Administrator, Phoenix Settlement Administrators.

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

1 11. The Court finds that enhancement awards in the amount of \$5,000.00 to Plaintiff
2 Jonathan Reyes-Delcid and in the amount of \$5,000 to Plaintiff Alberto Reyes are appropriate for
3 their risks undertaken and their service to the Settlement Class. The Court finds that these
4 enhancement awards are fair, reasonable, and adequate, and orders that the Settlement
5 Administrator make these payments in conformity with the terms of the Settlement.

6 12. The Court finds that attorneys' fees in the amount of \$233,333.33, and actual
7 litigation costs of \$33,396.10 for Class Counsel, are fair, reasonable, and adequate, and orders
8 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
9 the terms of the Settlement.

10 13. The Court orders that the Settlement Administrator, Phoenix Settlement
11 Administrators, shall be paid \$8,500.00 from the Gross Settlement Amount for all of its work
12 done and to be done until the completion of this matter, and finds that sum appropriate.

13 14. The Court finds that the payment to the California Labor & Workforce
14 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
15 Plaintiffs' representative action under the California Labor Code Private Attorneys General Act
16 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
17 this payment to the LWDA in conformity with the terms of the Settlement.

18 15. Any settlement funds that remain uncashed after 180 days after they are mailed
19 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
20 Property Law, for the benefit of the Settlement Class member whose check was not cashed.

21 16. The Settlement is not an admission by Defendant, nor is this Order a finding of the
22 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
23 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
24 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
25 Defendant.

26 17. The Court finds and determines that upon satisfaction of all obligations under the
27 Settlement and this Order and Judgment, all Settlement Class members, except for Bryan Acon and
28 Jessica Perez, who submitted timely and valid Requests for Exclusion, are bound by the

1 Settlement, have released their claims as set forth in the Settlement, and are permanently barred
2 from prosecuting against Defendant any individual or class claims released pursuant to the
3 Settlement.

4 18. Upon satisfaction of all obligations under the Settlement and this Order and
5 Judgment, Plaintiffs and every member of the Settlement Class, except for Bryan Aceron and
6 Jessica Perez, who timely excluded themselves from the Settlement, will fully release and
7 discharge Defendant SNS Transportation Services Inc., (including any of Defendant's past and
8 present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and their
9 respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
10 insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners,
11 and privies) and Defendant's owner Osama George Soudah (including his heirs, spouse, next of
12 kin, successors, beneficiaries, assigns, agents, representatives, guardians, duly-appointed trustees,
13 trusts, executors, administrators or personal representatives)(collectively, the "Released Parties")
14 from all claims, causes of action, and legal theories alleged or which could have been alleged or
15 otherwise raised based on the facts in the Lawsuit, including: (a) piece-rate violations; (b) meal
16 period violations; (c) rest period violations; (d) failure to pay all overtime wages; (e) minimum
17 wage violations; (f) wage statement violations; (g) waiting time penalties; (h) failure to reimburse
18 for necessary business expenditures; (i) failure to pay vacation wages; (j) all claims for unfair
19 business practices that could have been premised on the facts, claims, causes of action or legal
20 theories of relief pled in the Lawsuit; (k) violations of the Fair Labor Standards Act ; (l) all claims
21 for civil penalties under PAGA that were or could have been alleged based on the claims, causes
22 of action or legal theories described above or on any of the claims, causes of action or legal
23 theories of relief pleaded in the Lawsuit; and (m) all damages, penalties, interest, costs (including
24 attorney's fees) and other amounts recoverable under said claims or causes of action as to the
25 facts and/or legal theories alleged or which could have been alleged in the Lawsuit (collectively,
26 the "Released Claims"). The period of the Release shall extend to the limits of the Class Period.

27 19. This document shall constitute a final judgment pursuant to California Rule of
28 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final

1 approval hearing, the court must make and enter judgment. The judgment must include a
2 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
3 judgment. The court may not enter an order dismissing the action at the same time as, or after,
4 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
5 Approval Order and Judgment.

6 20. The Settlement Administrator shall make a final report of disbursement by January
7 18, 2022. A Non-Appearance Case Review Re: Submission of the Final Report of Disbursement
8 is scheduled for January 25, 2022.

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10 **IT IS SO ORDERED.**

11 Dated: 4/30/2021

DANIEL J. BUCKLEY

Honorable Daniel J. Buckley
Judge of the Superior Court

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PROOF OF SERVICE

Jonathan Reyes-Delcid v. SNS Transportation Services, Inc.

Los Angeles County Superior Court Case No. BC683026 (Related Case BC683026)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On April 29, 2021, I served the foregoing document(s) described as:

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

on the interested party(ies) in this action as follows:

Sarah A. Gilbert, Esq.
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Los Angeles, CA 90017
Attorneys for Plaintiff ALBERTO REYES (Related Case No. BC683026)

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 29, 2021, at El Segundo, California.

Aaron Clark

Aaron Clark