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12 Attorneys for Plaintiffs
13 Enrique Ruiz and Geomara Espinoza

14 Taras Kick (SBN 143379)
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21 Attorneys for Plaintiff
22 Milton Quinones

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **COUNTY OF LOS ANGELES**

25 ENRIQUE RUIZ, MILTON QUINONES and
26 GEOMARA ESPINOZA, individually and on
27 behalf of all others similarly situated,

28 Plaintiff,

v.

29 TRANS INTERNATIONAL TRUCKING,
30 INC.; and DOE 1 through and including DOE
31 10,

32 Defendants.

CASE NO. 20SCTV03790
(related to Case No. 20STCV20147)

Assigned to The Hon. David S. Cunningham

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: April 11, 2023
Time: 11 a.m.
Place: Dept. 11
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

*Complaint Filed: January 30, 2020
Related Date: September 24, 2020
Prelim. Approval: November. 7, 2022*

1 **TO EACH PARTY AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that the Court has granted Plaintiffs' Motion for Final Approval of
3 Class Action Settlement and Judgment. A true and correct copy Order and Order Granting Final
4 Approval of Class Action Settlement and Judgment is attached hereto.

5 DATED: April 11, 2023

HARRIS & RUBLE

Alan Harris

Alan Harris
David Garrett
Attorney for Plaintiff

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1 **PROOF OF SERVICE**

2 I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action.
3 My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, CA 91203. On
4 April 12, 2023, I served the within document(s):

5 **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS
6 ACTION SETTLEMENT AND FINAL JUDGMENT**

7 Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served
8 through Case Anywhere addressed to all parties appearing on the electronic service list for the above-
9 entitled case and on the interested parties in this case:

10 Mark Kemple kemplem@gtlaw.com
11 Michael Wertheim wertheimm@gtlaw.com
12 **GREENBERG TRAUIG, LLP**
13 1840 Century Park East, 19th Floor
14 Los Angeles, California 90067

15 I declare under penalty of perjury that the above is true and correct. Executed on April 12, 2023, at
16 Los Angeles, California.

17 */s/ David Garrett* _____
18 David Garrett

Electronically Received 03/08/2023 12:51 PM

1 Alan Harris (SBN 146079)
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21 Attorneys for Plaintiff
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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **COUNTY OF LOS ANGELES**

25 ENRIQUE RUIZ, MILTON QUINONES and
26 GEOMARA ESPINOZA, individually and on
27 behalf of all others similarly situated,

28 Plaintiff,

v.

TRANS INTERNATIONAL TRUCKING,
INC.; and DOE 1 through and including DOE
10,

Defendants.

FILED
Superior Court of California
County of Los Angeles
04/11/2023

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

CASE NO. 20STCV03790
(related to Case No. 20STCV20147)

Assigned to The Hon. David S. Cunningham

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: April 11, 2023
Time: 11:00 a.m.
Place: Dept. 11
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

*Complaint Filed: January 30, 2020
Related Date: September 24, 2020
Prelim. Approval: November. 7, 2022*

1 **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND**
2 **FINAL JUDGMENT**

3 The Unopposed Motion for Final Approval of Class Action Settlement came on for hearing before
4 this Court, the Honorable David S. Cunningham presiding, on April 11, 2023. Having considered the
5 papers submitted in support of the Motion and having heard oral argument of the parties, IT IS HEREBY
6 ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the subject matter of this Action and over all parties to this
8 Action, including all members of the Settlement Class. The Court grants final approval of the settlement
9 based upon the terms set forth in the “Second Amended Stipulation and Agreement of Compromise and
10 Settlement” (the “Settlement” or “Settlement Agreement”). Capitalized terms in this Order shall have the
11 definitions set forth in the Settlement Agreement.

12 2. The Court hereby certifies a Settlement Class as defined in the Settlement pursuant to the
13 terms and conditions of the Settlement and solely for the purposes set forth therein. The Settlement Class
14 is defined as:

15 All Persons or entities that provided transportation services to Defendant Trans
16 International Trucking, Inc. in California and were paid as Independent Contractors
 during the period May 10, 2019 through preliminary approval.

17 Excluded from the Settlement Class are all Persons who properly and timely elect to opt out.

18 3. The Court hereby determines that the settlement set forth in the Settlement falls within the
19 range of reasonableness and appears to be valid. There were € objections raised at the final settlement
20 hearing. It appears to the Court that substantial investigation and research have been conducted such that
21 counsel for the Parties are reasonably able to evaluate their respective positions. It further appears to the
22 Court that Settlement will avoid substantial additional costs by all parties, as well as the delay and risk
23 that would be presented by further prosecution of the Action. It further appears to the Court that the
24 proposed settlement that has been reached is the result of intensive, serious, non-collusive, arm’s-length
25 negotiations. Although there has been no finding of any liability or any violation of any statute by
26 Defendant, the fact that a settlement represents a compromise of the Parties’ respective positions rather
27 than the result of a finding of liability at trial also supports the Court’s decision granting final approval.

28 4. The Court approves, as to form and content, the form of Class Notice. The Court finds that

1 these documents fairly and adequately apprise Settlement Class Members of their rights under the
2 Settlement. The Court determines that the Parties complied with the distribution of the Class Notice to
3 the Settlement Class in the manner and form set forth in the Preliminary Approval Order, and that the
4 Class Notice provided to the Settlement Class was the best notice practicable under the circumstances and
5 constituted due and sufficient notice to all persons entitled to such notice. The procedures required by the
6 Preliminary Approval Order have been carried out and satisfy due process requirements such that all
7 absent Settlement Class Members have been given the opportunity to participate fully in the claims
8 exclusion and the approval process.

9 5. The Court finds that the Settlement Administrator (Phoenix Settlement Administrators)
10 mailed the Class Notice, in English, to all Settlement Class Members via First Class U.S. mail in
11 accordance with the Order Granting Preliminary Approval. The Settlement Class Members had sixty (60)
12 days to request exclusion or object to the Settlement Agreement by the method set out in the Settlement.
13 The Court finds that this procedure meets the requirements of due process and provided the best notice
14 practicable under the circumstances, and constituted due and sufficient notice to all persons entitled
15 thereto. The Court further finds that the Settlement has received a very positive response from the
16 Settlement Class, as demonstrated by the fact that only two (2) out of the 357 Settlement Class Members
17 opted out and no objections were raised to the Settlement.

18 6. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of
19 Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
20 settlement purposes only, the Court finds that Taras Kick and Greg Taylor of The Kick Law Firm, APC
21 and Alan Harris and David Garrett of Harris & Ruble have adequately represented the Class and are
22 appointed as Class Counsel solely for the purposes set forth in the Settlement.

23 7. For settlement purposes only, the Court finds that Plaintiffs Enrique Ruiz, Milton
24 Quinones and Geomara Espinoza are adequate representatives of the Settlement Class and appoints them
25 as such.

26 8. The court has reviewed all documentation submitted in conjunction with the request for
27 Service Awards for Plaintiffs for their efforts in bringing and prosecuting this case. The Court recognizes
28 the financial risk undertaken in bringing the action, the scope of the releases entered into, and Plaintiffs’

1 willingness to act as a private attorney general. Applying these standards to the instant motion, the Court
2 approves class representative service awards in the amount of \$5,000 each to Plaintiffs Enrique Ruiz,
3 Milton Quinones and Geomara Espinoza, which the Court determines to be fair and reasonable.

4 9. Counsel for Plaintiffs seek an award of \$98,333 in attorneys' fees (one-third of the gross
5 settlement amount) and reimbursement of costs not to exceed \$17,500. The Court awards \$98,333 in
6 attorneys' fees and \$15,584.15 in actual costs to Class Counsel, which the Court determines to be fair and
7 reasonable. The Court finds that the forgoing award is fair and reasonable in recognition of Class
8 Counsel's diligent representation of Plaintiff and Class Members and the contingent risks Class Counsel
9 undertook in litigating the Action. The Court finds that Class Counsel's request for attorneys' fees is
10 reasonable under the common fund method in light of the benefit obtained for the Class. The Court finds
11 that Class Counsel's hourly rates are reasonable and in line with rates prevailing in the community. The
12 Court further finds that the number of hours Class Counsel spent prosecuting the Action is reasonable.
13 Accordingly, the Court finds that Class Counsel's request for attorneys' fees is also reasonable under a
14 lodestar cross-check. The Court further finds that the costs and expenses reimbursed represent those costs
15 and expenses actually and reasonably incurred in prosecuting the case. Upon entry of this Order, the Court
16 hereby authorizes the Claims Administrator to make payment to Harris & Ruble and The Kick Law Firm,
17 APC as set forth in the Settlement Agreement.

18 10. The Court hereby approves a net payment of \$7,500 to California's Labor and Workforce
19 Development Agency ("LWDA") to pay all applicable penalties under the Labor Code's Private Attorneys
20 General Act of 2004 ("PAGA"), Labor Code sections 2699, 2699.3, and 2699.5. Notwithstanding the
21 submission of any timely request for exclusion, Class Members are bound by the settlement and release
22 of the PAGA Claims or remedies under this judgment, and any requests for exclusion shall not apply to
23 the PAGA Claims. The State of California's claims for civil penalties pursuant to PAGA are also
24 extinguished.

25 11. The Court hereby approves a payment of up to \$12,000 to Phoenix Settlement
26 Administrators for services as claims administrator.

27 12. The Court directs the Parties to effectuate the Settlement according to the terms of the
28 Settlement, including payment to Class Members in accordance with the terms of the Settlement. All

1 settlement checks sent to Participating Class Members and not cashed within one hundred eighty (180)
2 calendar days of issuance shall be canceled. All settlement checks sent to Participating Class Members
3 and not cashed within one hundred eighty (180) calendar days of issuance shall be sent to the California
4 State Controller's Office: Unclaimed Property Fund.

5 13. The Settlement Agreement and this Final Approval Order and Judgement shall have *res*
6 *judicata* and preclusive effect in all pending and future lawsuits or other proceedings that encompass any
7 of Plaintiffs' claims and the Released Claims released by the Settlement Class. The Settlement Agreement
8 and this Final Approval Order shall be binding on Plaintiffs and the Settlement Class, and others acting
9 on their behalf.

10 14. The Settlement provided for hererin, and any proceedings undertaking pursuant thereto,
11 may not be offered, received, or construed as evidence of: a presumption, concession, or an admission by
12 any Party of liability or non-liability; the certifiability or non-certifiability of the Class or collective claims
13 resolved by the Settlement; the manageability or non-manageability of the PAGA representative claims
14 resolved by the Settlement; provided however, that reference may be made to the Settlement in such
15 proceedings as may be necessary to effectuate the provisions of the Settlement.

16 15. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the finality of
17 this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of the Judgment.
18 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court and
19 without affecting the finality of this Judgment, the Court reserves exclusive and continuing jurisdiction
20 over this Action, Plaintiffs, the Class Members, and Defendant for the purposes of supervising:

- 21 (a) the implementation, enforcement, construction, and interpretation of the Settlement
22 Agreement, the Order Granting Preliminary Approval of Class Action Settlement, the plan of
23 allocation, the Order Granting Final Approval of Class Action Settlement, and the Judgment;
24 (b) distribution of amounts paid under the Settlement; and
25 (c) final declaration regarding total amount actually paid to the Class Members.

26 16. The Court orders Class Counsel to file a final report by February 23, 2024, summarizing
27 all distributions made to the Class Members, supported by a declaration. Code Civ. Proc., § 384, subd.
28 (b). The non-appearance case review for the final report shall be set for March 1, 2024, or a date that the

1 Court deems proper. The final report shall be in the form of a declaration from the Settlement
2 Administrator or other declarant with personal knowledge of the facts, and shall describe (i) the date the
3 checks were mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount of
4 those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks,
5 (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those
6 unclaimed funds.

7 17. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
8 in the Settlement Agreement or this Judgment.

9 18. Notice of this Judgment and of Entry of this Judgment which states that "[o]n [date of entry
10 of Judgment], 2023, the Court entered Judgment in this Class Action Settlement. The Court's Judgment
11 Re Class Action Settlement is attached." shall be effectuated by: (a) serving it on the Settlement Class
12 through service upon Defendant's counsel by Class Counsel, and (b) posting it on the Claims
13 Administrator's website. Cal. Rules of Court, rule 3.771(b)).

14 **IT IS SO ORDERED.**

15 04/11/2023
16 DATED: _____



17 _____
18 THE HONORABLE DAVID S. CUNNINGHAM
19 JUDGE, CALIFORNIA SUPERIOR COURT
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1 **PROOF OF SERVICE**

2 I am attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action.
3 My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, CA 91203. On
4 March 1, 2023, I served the within document(s):

5 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
6 SETTLEMENT**

7 Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served
8 through Case Anywhere addressed to all parties appearing on the electronic service list for the above-
9 entitled case and on the interested parties in this case:

10 Mark Kemple kemple@gtlaw.com
11 Michael Wertheim wertheimm@gtlaw.com
12 **GREENBERG TRAUIG, LLP**
13 1840 Century Park East, 19th Floor
14 Los Angeles, California 90067

15 I declare under penalty of perjury that the above is true and correct. Executed on March 1, 2023, at
16 Los Angeles, California.

17 */s/ David Garrett* _____

18 David Garrett