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11 ROLANDO TONLOY

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES – SPRING STREET**

14 ROLANDO TONLOY, individually and on
15 behalf of others similarly situated,

16 Plaintiff,

17 vs.

18 SOUTHERN COUNTIES TERMINALS dba
19 GRILEY AIR FREIGHT, a California
20 Corporation; PEOPLEASE LLC, a South
21 Carolina limited liability company; and DOES
22 1 through 50, inclusive,

23 Defendants.

Case No.: 20STCV18920

*Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint filed: May 15, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on December 1, 2021, the Honorable Elihu M. Berle, in
3 Department 6 in the above-entitled Court, located at 312 North Spring Street, Los Angeles,
4 California 90012, executed the Proposed Amended Final Order and Judgment. Attached hereto as
5 **Exhibit A** is a true and correct copy of the Order which was executed on December 1, 2021.

6
7 DATED: December 9, 2021

PROTECTION LAW GROUP, LLP

8
9 By: 
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiff*
13 ROLANDO TONLOY
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EXHIBIT A

Electronically Received 11/18/2021 12:28 PM

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Attorneys for Plaintiff
ROLANDO TONLOY

FILED
Superior Court of California
County of Los Angeles
11/18/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

ROLANDO TONLOY, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

SOUTHERN COUNTIES TERMINALS
dba GRILEY AIR FREIGHT, a California
Corporation; PEOPLEASE LLC, a South
Carolina limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV18920

*Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6*

**~~PROPOSED~~ AMENDED FINAL ORDER
AND JUDGMENT**

Date: November 12, 2021
Time: 9:00 a.m.
Dept.: 6

Complaint filed: May 15, 2020
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on November 12, 2021, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action
6 and PAGA Settlement (hereinafter “Settlement” or “Agreement”), and due and adequate notice
7 having been given to all Class Members as required in the Preliminary Approval Order, and the
8 Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt
14 employees of who are or were employed by Southern Counties Terminals dba Griley Air Freight
15 (“Griley”) and/or PEOPLEASE, LLC in the State of California who performed work for Griley
16 and/or were assigned to work for Griley through a third-party staffing agency, at any time from
17 May 15, 2016 to February 15, 2021.”

18 3. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Class Members.

20 4. Distribution of the Notice directed to the Class Members as set forth in the
21 Agreement and the other matters set forth therein has been completed in conformity with the
22 Preliminary Approval Order, including individual notice to all Class Members who could be
23 identified through reasonable effort, and the best notice practicable under the circumstances. The
24 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
25 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
26 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and
27 all Released Claims are covered by and included within the Settlement and this Final Order.

28 5. The Court hereby finds the Settlement was entered into in good faith pursuant to

1 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
2 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
3 standards and applicable requirements for final approval of this class action settlement under
4 California law, including the provisions of California Code of Civil Procedure section 382 and
5 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
6 *Superior Court*, 4 Cal.3d 800, 821 (1971).

7 6. The Court hereby approves the Settlement set forth in the Agreement and finds
8 that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to
9 effectuate the Settlement according to its terms. The Court finds that the Settlement has been
10 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
11 further finds that the Parties have conducted extensive investigation and research, and counsel for
12 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
13 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
14 that would be presented by the further prosecution of the Action. The Court has reviewed the
15 benefits that are being granted as part of the Settlement and recognizes the significant value to
16 the Class Members. The Court also finds that the Class is properly certified as a class for
17 settlement purposes only.

18 7. Upon remittance of the Gross Settlement Amount by Defendants to the Settlement
19 Administrator, all Participating Class Members shall fully release and discharge Defendants
20 Southern Counties Terminals dba Griley Air Freight and PEOPLEASE, LLC, and their past,
21 present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
22 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,
23 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
24 venturers, (“Released Parties”) from all claims, rights, demands, liabilities and causes of actions
25 that are alleged or reasonably could have been alleged based on the facts and claims asserted in
26 the operative complaint in the Action including the following claims: (i) failure to pay all regular
27 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
28 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;

(iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment (including a claim under the Industrial Welfare Commission Wage Orders, and common law including conversion); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (ix) failure to maintain required payroll records; and (x) all claims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (collectively the “Released Claims”) or premised on the facts, claims, causes of action, or legal theories set forth in Notice to the Labor & Workforce Development Agency sent by Plaintiff on May 15, 2020 between May 15, 2019, and February 15, 2021 (the “Class Period). All PAGA Members shall release claims arising under PAGA for the PAGA Period regardless of their decision to participate in the class settlement.

8. Named Plaintiff Rolando Tonloy, for himself only, also fully releases the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from all claims related to his employment or alleged employment with the Defendants including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiff Rolando Tonloy, waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE

DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

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

10. One (1) Class Member has requested to be excluded from the terms of the Settlement. The individual who requested to be excluded from the Settlement is Javier Martinez, Jr. Accordingly, 294 out of 295 (99.96%) Participating Class Members are bound by this Judgment.

11. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendants to fund the Gross Settlement Amount of \$895,00.00 within fourteen (14) days of the date of this Order to provide payments for class members settlement awards, the class representative enhancement payment, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et seq.* The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of one-third (1/3) the Gross Settlement Amount, \$298,333.33, and attorneys' costs in the amount of \$11,622.64 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

13. The Court hereby approves and orders a Class Representative Enhancement Award of \$7,500.00 to Plaintiff Rolando Tonloy from the Gross Settlement Amount in accordance with the terms of the Agreement.

14. The Court approves and orders the payment in the amount of \$37,500.00 (75% of

1 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
2 Agency for penalties arising under the Private Attorneys General Act of 2004 (“PAGA”). The
3 remaining \$12,500.00 (25% of \$50,000) shall be distributed to PAGA Members as set forth in the
4 Agreement.

5 15. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
7 ILYM Group, Inc. in the amount of \$9,970.58.

8 16. The Court hereby approves and orders payment of individual settlement payments
9 from the net settlement amount to the Participating Class Members on a *pro rata* basis as set forth
10 in the Agreement.

11 17. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
13 days after being issued will be transferred to the California State Controller’s Office pursuant to
14 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
15 “unpaid residue” under CCP §384 will result from the settlement.

16 18. Provided the Settlement becomes effective under the terms of the Agreement, the
17 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
18 payments, attorneys’ fees and costs, and Enhancement Payment is as set forth in the Agreement.

19 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
20 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
21 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
22 Released Parties. In entering into the Agreement, Defendants do not admit, and specifically deny,
23 they have violated any federal, state, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations or legal
25 requirements; breached any contract; violated or breached any duty; engaged in any
26 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
27 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any
28 of the negotiations connected with it, shall be construed as an admission or concession by

Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

21. A final report on the disbursement of settlement payments shall be filed following the expiration of uncashed settlement payments.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

23. An Order to Show Cause re Compliance with the Terms of the Settlement is scheduled for July 20, 2022, at 8:30 a.m. in Department 6 of the above titled Court. The parties shall meet and confer and file a joint status report advising the Court of the status of the distribution of settlement funds in advance of the OSC.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 12/01/2021



Elihu M. Berle

JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge