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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

JOSHUA TAYLOR AND FRANK
LOMONACO, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

U.S. DAIRY SYSTEMS, INC. DBA
AUTOMATED DAIRY SYSTEMS, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU286113

CLASS ACTION

[Assigned to: Hon. Nathan D. Ide, Dept. 2]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

FINAL APPROVAL HEARING

Date: March 20, 2023

Time: 8:30 a.m.

Dept: 2

1 This matter coming before the Court on Plaintiffs Joshua Taylor and Frank Lomonaco's
2 Motion for Final Approval of Class Action Settlement (the "Final Approval Motion"), and after
3 review and consideration of the parties' fully-executed Joint Stipulation Re: Class Settlement
4 (the "Settlement" or "Settlement Agreement") and the papers in support of the Final Approval
5 Motion, due and adequate notice having been given to the Class, and the Court having reviewed
6 and considered the Settlement, all papers filed, the record, proceedings in the above-entitled
7 action ("Litigation" or "Action"), and all oral and written comments received regarding the
8 Settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

10 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
11 Order, adopts all defined terms as set forth in the Settlement filed in this case.

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, all
13 members of the Settlement Class, and Defendant U.S. Dairy Systems, Inc. dba Automated Dairy
14 Systems ("Defendant").

15 3. The Court finds that the Settlement appears to have been made and entered into in
16 good faith and hereby approves the settlement subject to the limitations on the requested fees and
17 enhancements as set forth below.

18 4. Plaintiffs and all Participating Class Members shall have, by operation of this Final
19 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
20 and the Released Parties from all released claims as set forth in the Settlement.

21 5. Plaintiffs, the State of California, and all Participating PAGA Members shall have,
22 by operation of this Final Order and Judgment, fully, finally, and forever released, relinquished,
23 and discharged Defendant and the Released Parties from all released PAGA claims as set forth in
24 the Settlement.

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

27 7. Solely for purposes of effectuating the Settlement, the Court finally certified the
28 following Class: "All persons who worked for Defendant in California as an hourly-paid or non-

1 exempt employee during the Settlement Period.”

2 8. The Settlement Period is February 26, 2017 through December 20, 2021.

3 9. The PAGA Period is February 26, 2020 through December 20, 2021.

4 10. No Class Members have objected to the terms of the Settlement.

5 11. No Class Members have requested exclusion from the Settlement.

6 12. The Notice provided to the Class conforms with the requirements of California
7 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
8 by providing individual notice to all Class Members who could be identified through reasonable
9 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
10 therein to the Class Members. The Notice fully satisfies the requirements of due process.

11 13. The Court finds the Settlement Amount, the Net Settlement Amount, and the
12 methodology used to calculate and pay the Net Settlement Payments to each Participating Class
13 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Net
14 Settlement Payments to the Participating Class Members in accordance with the terms of the
15 Settlement.

16 14. The Court approves the Settlement and finds that it is fair, reasonable, and adequate,
17 and worthy of final approval.

18 15. The Court also finds the PAGA Settlement is fair and reasonable, and that Plaintiffs
19 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
20 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
21 Code section 2699(1). The Court hereby approves the PAGA Settlement.

22 16. Defendant shall pay the total of \$187,500.00 to resolve this litigation. No later than
23 twenty-one (21) calendar days following the date on which the Court grants Final Approval of the
24 Settlement, Defendant shall deposit this amount and employer taxes into an account established by
25 the Settlement Administrator. Thereafter, compensation to the Participating Class Members shall
26 be disbursed pursuant to the terms of the Settlement.

27 (a) From the Settlement Amount, \$7,500.00 shall be paid to the California Labor
28 and Workforce Development Agency, representing approximately 75% of

the penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

(b) From the Settlement Amount, \$5,000.00 shall be paid to the each named Plaintiff, for a combined total of \$10,000.00, for their service as class representatives and for their agreements to release all claims against Defendant.

(c) From the Settlement Amount, \$5,975.00 shall be paid to the Settlement Administrator, Phoenix Settlement Administrators.

17. The Court finds that Los Angeles Trial Lawyers' Charities is approved as the designated *cy pres* beneficiary and shall receive unpaid residue in accordance with the terms of the Settlement Agreement.

18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel.

19. From the Settlement Amount, Class Counsel is awarded \$62,500.00 for their reasonable attorneys' fees and \$14,950.72 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

20. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Settlement Administrators' website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

21. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

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

3 **IT IS SO ORDERED.**

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5 DATE: _____

6 Hon. Nathan D. Ide
7 Judge of the Tulare County Superior Court
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Taylor, et al. v. U.S. Dairy Systems, Inc. dba Automated Dairy Systems, et al.
VCU286113

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

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(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.


Signature