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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARCOS TAFOLLA, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

DAYLIGHT TRANSPORT, LLC; and DOES
1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV16822

[Case Assigned for All Purposes to Hon. Elihu
M. Berle in Dept. 6]

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

Date: December 13, 2024

Time: 9:00 AM

Dept.: 6

Complaint Filed: May 3, 2021

Trial Date: None Set

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff Marcos Tafolla
3 (“Class Representative” or “Plaintiff”) against Defendant DAYLIGHT TRANSPORT, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court,
5 on December 13, 2024.

6 **WHEREAS**, Judge Berle granted preliminary approval of the Class Action and PAGA
7 Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of Kelsey M.
8 Szamet as Exhibit “1”, on August 13, 2024.

9 **WHEREAS**, Plaintiff Marcos Tafolla has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet and Marcos Tafolla; and the supporting documents annexed thereto, now finds:

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

17 1. The Court has personal jurisdiction over all Settlement Class Members and that the
18 Court has subject matter jurisdiction to approve the Agreement;

19 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
20 in compliance with California Code of Civil Procedure, the California and United States
21 Constitutions (including the due process clauses), the California Rules of Court and any other
22 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
23 and is hereby finally approved in all respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described
25 in the Agreement according to its terms and provisions.

26 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
27 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
28 and administrators, successors and assigns.

1 5. There are three (3) valid requests for exclusion so far.

2 6. There are no objectors to the Agreement so far.

3 7. It is ordered that the Class is certified for settlement purposes only. The Court
4 finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Agreement: (i) there are questions
6 of law and fact common to the Settlement Class Members which, as to the Agreement and all
7 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
8 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
9 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
10 represented and protected the interest of the Settlement Class Members.

11 8. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
13 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
14 pendency of the Action, their right to object to or exclude themselves from the proposed
15 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
16 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
17 met all applicable requirements of the California Code of Civil Procedure, the California and
18 United States Constitution (including the Due Process Clause), the California Rules of Court and
19 any other applicable law.

20 9. The Class is hereby made final. The Class is defined as:

21 "all persons who are employed or have been employed as an hourly
22 employee by DAYLIGHT TRANSPORT, LLC, in the State of
23 California since four (4) years prior to the filing of this action to the
 present." (the "Class").

24 10. The "Class Period" is from May 3, 2017, through December 31, 2023.

25 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
26 defined as: "all persons who are employed or have been employed as an hourly employee by
27 DAYLIGHT TRANSPORT, LLC, in the State of California who worked one or more pay periods
28 during the PAGA Period." (the "Aggrieved Employees")

12. The “PAGA Period” is May 3, 2020, through December 31, 2023.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“all claims that were alleged, or reasonably could have been alleged, based on the factual allegations and primary rights stated in the Operative Complaint and any amendments thereto, including all claims under Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199; Wage Order 9-2001; California Code of Regulations, Title 8, Section 11090, and Business & Professions Code § 17200, and claims for failure to pay minimum wages and/or overtime, failure to provide meal breaks, wage statement violations, waiting time penalties, and unfair competition. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.”

15. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

1 16. The Agreement provides that the Gross Settlement Amount is four hundred and
2 twenty five thousand dollars and zero cents (\$425,000.00). The Net Settlement Amount shall be
3 determined according to the terms of the Agreement.

4 17. The Court orders the calculations and the payments to be made and administered in
5 accordance with the terms of the Agreement.

6 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
7 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
8 Kingsley Szamet & Ly as Class Counsel in the Action.

9 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
10 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
11 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$141,666.67
12 shall be paid for attorney fees and \$20,153.84 shall be paid for litigation costs.

13 20. The unopposed application of Class Counsel for an enhancement payment to
14 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$7,500.00 Class Representative
15 Service Payment shall be allocated to Class Representative Marcos Tafolla.

16 21. The unopposed application of Class Counsel for claims administration fees to
17 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$17,000.00 shall be paid
18 for settlement administration fees.

19 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
20 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

21 23. The Court approves the LWDA PAGA Payment in the amount of \$20,000.00. The
22 Court approves 75% of the LWDA PAGA Payment being allocated to the Labor and Workforce
23 Development Agency ("LWDA") in the amount of \$15,000.00. The Court further directs that the
24 remaining 25% of the LWDA PAGA Payment, in the amount of \$5,000.00 shall be allocated to
25 the Net Settlement Amount for distribution to the Settlement Class Members.

26 24. If a Settlement Class Member does not cash his or her settlement check by the void
27 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
28 of the Controller in the name of the class member who did not cash his or her Individual Class

1 Payment check.

2 25. Defendant shall have no further liability for costs, expenses, interest, attorneys'
3 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

4 26. The Court hereby grants and authorizes the Parties, without further approval from
5 the Court, to agree to and to adopt such amendments, modifications and expansions of this
6 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
7 do not limit the rights of Settlement Class Members under the Stipulation.

8 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
9 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
10 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
11 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
12 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
13 Settlement. Any disputes or controversies arising with respect to the interpretation,
14 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
15 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
16 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

17 28. This Final Order shall constitute a final judgment.
18

19 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 11, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

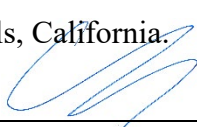
Robert R. Vorhees
robert.vorhees@ogletree.com
David A. Garcia
david.garcia@ogletree.com
Susan M. Susebach
susan.susebach@ogletreedeakins.com
Ogletree, Deakins, Nash, Smoak, & Stewart, P.C.
Park Tower, 695 Town Center Drive, Fifteenth Floor
Costa Mesa, CA 92626

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list

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

Executed on October 11, 2024, at Woodland Hills, California.



Michelle Tanzer