

SOLOUKI | SAVOY, LLP
Grant Joseph Savoy, Esq. [SBN 284077]
grant@soloukisavoy.com
Shoham J. Solouki, Esq. [SBN 278538]
Shoham@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940

*Attorneys for Plaintiff AZUCENA Y. SANCHEZ
and other Class Members Similarly Situated*

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
ORANGE COUNTY SUPERIOR COURT

AZUCENA Y. SANCHEZ, individual and
class representative on behalf of herself
and all other similarly situated non-exempt
former and current employees,

Plaintiffs,

v.

DTB INVESTMENTS, INC., a California
Corporation; DANIEL BRADLEY
BRINDERSON, an individual; and DOES
1 through 100, inclusive,

Defendants.

Case No: 30-2021-01210888-CU-OE-CXC
Hon.: Judge Randall J. Sherman
Dept.: CX105

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND FINAL JUDGMENT**

Date: October 25, 2024
Time: 10:00 AM
Dept.: CX105
Judge: Hon. Randall J. Sherman

Action Filed: July 15, 2021
Trial Date: None Set

1 The Motion for Final Approval of the Settlement of Class Action and PAGA
2 Settlement for the above-captioned case AZUCENA Y. SANCHEZ, et al. v. DTB
3 INVESTMENTS, INC. et al., Case No. 30-2021-01210888-CU-OE-CXC, came for hearing on
4 October 25, 2024. On May 24, 2024, the Court issued an order granting preliminary approval
5 of the proposed class action settlement between Plaintiff AZUCENA Y. SANCHEZ
6 (“Plaintiff”) and Defendants DTB INVESTMENTS, INC., a California Corporation; DANIEL
7 BRADLEY BRINDERSON (“Defendants”) (collectively, Plaintiff and Defendants are
8 referred to as the “Parties”). Due and adequate notice having been given to the Class
9 Members, as defined below, and the Court having considered Plaintiff’s Motion for Final
10 Approval of Class Action Settlement (“Motion”), the supporting declarations and exhibits
11 thereto, all papers filed in support of and in opposition to the Motion, and the complete files
12 and records in these proceedings, and for good cause appearing, IT IS HEREBY ORDERED,
13 ADJUDGED AND DECREED AS FOLLOWS:
14

15 1. The Court grants Plaintiff’s Motion for Final Approval of Class Action and PAGA
16 Settlement.

17 2. The Court for purposes of this Order and Judgment adopts all defined terms as set
18 forth in the STIPULATION AND SETTLEMENT OF CLASS ACTION AND PAGA
19 CLAIMS and AMENDED STIPULATION AND SETTLEMENT OF CLASS ACTION AND
20 PAGA CLAIMS (collectively, “Settlement”).

21 3. The Court has jurisdiction over all claims asserted by Plaintiff, the Settlement, Class
22 Members, Aggrieved Employees, and Defendants.

23 4. For purposes of effectuating this Order and Judgment, this Court certified and binds
24 the following Settlement Class, defined as all current and former non-exempt employees, who
25 did not sign arbitration agreements, who are or were employed by DTB Investments, Inc.,
26 Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express Partners LP,
27 4005 Slauson Partnres LP, Whittier Express Partners LP, Maywood Express Partners LP,
28

1 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP, Watts Express
2 Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and/or Ropa
3 Partners LP in California at any time from October 12, 2017 through December 31, 2022.

4 5. Aggrieved Employees are defined as all current and former non-exempt employees
5 of DTB Investments, Inc., Santa Ana Main St Partners LP, 5940 Atlantic Partners LP,
6 Fairview Express Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP,
7 Maywood Express Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa
8 Ana Partners LP, Watts Express Partners LP, Firestone Express Partners LP, Compton
9 Express Partners LP, and/or Ropa Partners LP in California at any time from October 12,
10 2020 through December 31, 2022.

11 6. The Court finds that the Settlement was made and entered into in good faith and
12 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members and
13 Aggrieved Employees.

14 7. Plaintiff and all Participating Class Members and Aggrieved Employees shall take
15 nothing from Defendants except as expressly set forth in the Settlement.

16 8. Upon the date that Defendant DTB Investments, Inc., provides the Settlement
17 Administrator with the Gross Settlement Amount, Plaintiff and Participating Class Members
18 will release the Released Parties including Defendant DTB Investments, Inc., Daniel Bradley
19 Brinderson, and Santa Ana Main St Partners LP, 5940 Atlantic Partners LP, Fairview Express
20 Partners LP, 4005 Slauson Partners LP, Whittier Express Partners LP, Maywood Express
21 Partners LP, 1510 Edinger Partners LP, Limpia Partners LP, 1701 Santa Ana Partners LP,
22 Watts Express Partners LP, Firestone Express Partners LP, Compton Express Partners LP, and
23 Ropa Partners LP, together with their shareholders, officers, directors, current and former
24 employees and agents (“Released Parties”) from all claims under federal, state or local law,
25 arising out of the facts, claims, and theories expressly pleaded in the First Amended
26 Complaint, or any prior Complaints; the facts, claims or theories expressly raised in
27
28

1 Plaintiff's notices to the LWDA dated July 16, 2021 and April 13, 2022, regarding
2 Defendants, including claims for: (1) failure to provide required meal periods; (2) failure to
3 provide required rest periods, (3) failure to pay overtime wages, (4) failure to pay minimum
4 wage, (5) failure to pay timely wages, (6) failure to pay all wages due to discharged and
5 quitting employees, (7) failure to maintain required records, (8) failure to furnish accurate,
6 itemized wage statements, (9) failure to indemnify employees for necessary expenses incurred
7 in discharge of duties, and (10) unfair and unlawful business practices in violation of the
8 Unfair Competition Law, Calif. Bus. & Prof. Code §§17200 et. seq. ("UCL") that arose
9 during the Class Period ("Released Claims"). Upon Defendant DTB Investments, Inc.,
10 providing the Gross Settlement Amount to the Settlement Administrator, Plaintiff for herself
11 and her heirs, successors, and assigns, waives, releases, acquits, and forever discharges the
12 Released Parties from any and all claims, actions, charges, complaints, grievances, and causes
13 of action, of any nature arising from Plaintiff's employment with Defendant DTB
14 Investments, Inc. whether known or unknown, which exist or may exist as of the Parties'
15 execution of the Agreement. Plaintiff's general release provided herein is made with an
16 express waiver and relinquishment of any claim, right, or benefit under California Civil Code
17 §1542.
18

19 9. In addition to the release set forth above, upon Defendant DTB Investments, Inc.,
20 providing the Gross Settlement Amount to the Settlement Administrator and by operation of this
21 Order and Judgment, Plaintiff and all Aggrieved Employees shall be deemed to have released
22 the Released Parties of any and all claims and/or causes of action under PAGA which are based
23 upon the facts, claims and theories expressly pleaded in the First Amended Complaint and/or
24 any prior Complaints, and/or any facts, claims, or theories set forth in the LWDA Notice against
25 Defendants dated July 16, 2021 and April 13, 2022; and arising at any time from October 12,
26 2020 through December 31, 2022.

27 10. The notice provided to Class Members conforms with the requirements of California
28

1 Code of Civil Procedure section 382, California Civil Code section 1781, rules 3.766 and 3.769
2 of the California Rules of Court, the California and United States Constitutions, and any other
3 applicable law, and constitutes the best notice practicable under the circumstances, by providing
4 individual notice to all Class Members who could be identified through reasonable effort, and by
5 providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The notice fully satisfied the requirements of due process.

7 11. To date no Class Member has timely opted out of the Settlement and therefore all
8 Class Members, and Aggrieved Employees, are bound by the terms of this Judgment.

9 12. The Parties shall bear their own respective attorneys' fees and costs, except as
10 otherwise provided for in the Settlement and approved by the Court. The Court finds that
11 Gross Settlement Amount and the methodology used to calculate and pay each participating
12 class member's individual settlement payment are fair and reasonable, and authorizes the
13 Settlement Administrator to pay the Individual Settlement Payments to the Class Members,
14 and Aggrieved Employees, in accordance with the terms of the Settlement.

15 13. Upon entry of this order, compensation to the participating Class Members, and
16 Aggrieved Employees, shall be effected pursuant to the terms of the Settlement.

17 14. A total of \$8,000.00 from the Gross Settlement Amount shall be allocated to
18 penalties under the Labor Code Private Attorneys General Act of 2004, California Labor Code
19 sections 2698, et seq., of which \$6,000.00 shall be paid by the Settlement Administrator
20 directly to the California Labor and Workforce Development Agency. The remaining
21 \$2,000.00 shall be part of the net settlement amount and shall be distributed to Aggrieved
22 Employees.

23 15. The Court hereby approves an Incentive Award in the amount of \$5,000.00 to
24 Plaintiff, for her services as class representative.

25 16. From the Gross Settlement Amount, Class Counsel is awarded \$46,666.00 for their
26 reasonable attorneys' fees and \$11,546.00 for their reasonable costs incurred in this action.
27
28

1 17. The Court approves payment of Settlement administration costs in the amount of
2 \$5,450.00 to ILYM Group, Inc. such costs shall be paid from the Gross Settlement Amount.

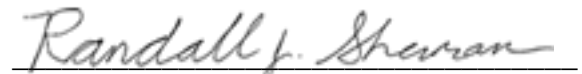
3 18. Hearing regarding Final Report and Distribution of Settlement Funds is set for July
4 25, 2025 at 10:00 AM.

5 19. Plaintiff shall give notice of the Judgment to Class Members, and Aggrieved
6 Employees, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic
7 copy of the Judgment on the Settlement Administrator's website.

8 20. This document shall constitute a Final Judgment for purposes of California Rule of
9 Court 3.769(h). This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
11 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
12 the Settlement and the determination of all controversies relating thereto.
13

14 **IT IS SO ORDERED AND ADJUDICATED.**
15

16 DATED: **November 1, 2024**
17


18 Hon. Randall J. Sherman
19 Judge of the Superior Court
20
21
22
23
24
25
26
27
28