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BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

JAN 27 2023

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (CA Bar No. 295045)

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

BY Jessica Garcez
 JESSICA GARCEZ, DEPUTY

FAXED

Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF SAN BERNARDINO**WILQUIN OROZCO, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

TAYLORED SERVICES, LLC, a Delaware
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CIVSB2133520

*[Assigned to the Hon. David Cohn, Dept. S-26]***CLASS ACTION**

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

HEARING DATE

Date: January 27, 2023

Time: 10:00 a.m.

Dept.: 26

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

1 Plaintiff's Motion for Final Approval of the Class Action Settlement (the "Final Approval
2 Motion") as set forth in the Class Action and PAGA Settlement Agreement (the "Settlement
3 Agreement" and/or the "Settlement") came for hearing on January 27, 2023, in Department 26 of
4 the above-entitled court.

5 The Final Approval Motion was unopposed by Defendants Taylored Services, LLC,
6 Taylored FMI, LLC and Taylored Transload, LLC ("Defendants"). Having considered the Final
7 Approval Motion, the Settlement Agreement, declarations in support thereof, and all other
8 materials properly before the Court and having conducted an inquiry pursuant to California Rules
9 of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties
10 in good faith, and the Settlement Agreement is approved. Due and adequate notice having been
11 given to the Settlement Class, and the Court having considered the Settlement Agreement, all
12 papers filed, and proceedings had herein and all oral and written comments received regarding
13 the proposed Settlement, and having reviewed the record in this Action, and good cause
14 appearing,

15 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

16 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
17 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

18 2. The Court has jurisdiction over the subject matter of this Action, the Class
19 Representative, the Settlement Class Members, and Defendants.

20 3. The Court finds that the distribution of the Notice Packet, as provided for in the
21 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
22 practicable under the circumstances to all Settlement Class Members and fully met the
23 requirements of California law and due process under the California and United States
24 Constitution. Based on evidence and other material submitted, the actual notice to the Settlement
25 Class was adequate.

26 4. The Court finds that the instant Action presented a good faith dispute of the claims
27 alleged, and the Court finds in favor of Settlement approval. Specifically, the claims on behalf
28 of the Settlement Class Members included claims for (1) unpaid wages, overtime, missed or late

1 meal periods, missed rest periods, waiting time penalties, wage statement violations,
2 unreimbursed business expenses; (2) any related wage, hour or related record keeping claims
3 arising under the California Labor Code, the applicable wage orders of the California Industrial
4 Welfare Commission, and any applicable state or federal law; (3) any claims for failure to
5 indemnify necessary business expenses; (4) any related claims for unfair business practices
6 (including unlawful, deceptive, or unfair business practices prohibited by the California Business
7 and Professions Code §§ 17200, *et seq.*) arising out of alleged violations of wage, hour and related
8 record-keeping provisions of the California Labor Code, the applicable wage orders of the
9 California Industrial Welfare Commission, and any applicable state law; (5) any related claims
10 that Defendants did not comply with laws, regulations and ordinances, and/or common law of
11 California; (6) any related claims that Defendants did not comply with Federal laws, regulations
12 and ordinances, and/or common law; and (7) claims for civil penalties under the Private Attorney
13 General Act.

14 5. All Settlement Class Members who did not opt out of the Settlement are entitled
15 to payment pursuant to the Settlement and this Order.

16 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
17 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
18 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
19 Settlement Agreement.

20 7. The Settling Parties are to bear their own costs, except as otherwise provided in
21 the Settlement Agreement.

22 8. For purposes of effectuating this Order and Judgment (including the Released
23 Claims of Participating Class Members), this Court has certified the following class: "all current
24 and former non-exempt employees employed by Defendants in California at any time during the
25 Class Period [December 7, 2017 through August 15, 2022]." The Court deems this definition
26 sufficient for purposes of California Rules of Court, rule 3.765(a). The Settlement Class Member
27 who opted out (Erick Perez) is excluded from any and all terms and obligations, including the
28 release(s), of the Settlement.

1 9. With respect to the Participating Class Members and for purposes of approving
2 this Settlement, this Court finds and concludes as follows: (a) the Settlement Class Members are
3 ascertainable and so numerous that joinder of all Settlement Class Members is impracticable; (b)
4 there are questions of law or fact common to the Settlement Class Members, and there is a well-
5 defined community of interest among the Settlement Class Members with respect to the subject
6 matter of the Action; (c) the claims of the Class Representative is typical of the claims of the
7 Settlement Class Members; (d) the Class Representative has fairly and adequately protected the
8 interests of the Settlement Class Members; (e) a class action is superior to other available methods
9 for an efficient adjudication of this controversy; and (f) the counsels of record for the Class
10 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
11 individual and representative capacity and for the Participating Class Members.

12 10. Upon the Effective Date, the Class Representative and each of the Participating
13 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
14 finally, and forever released, relinquished, and discharged the Released Parties from the Release,
15 which is defined in the Settlement Agreement.

16 11. Neither the Settlement Agreement nor the Settlement terms contained therein, nor
17 any act performed or document executed pursuant to or in furtherance of the Settlement
18 Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class
19 Representative or Participating Class Members as an admission of, or evidence of, the validity of
20 any of the Settlement Class Members' Release of claims, or of any wrongdoing or liability of
21 Defendants or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
22 by the Class Representative or Participating Class Members as an admission of, or evidence of,
23 any fault or omission of Defendants or any of the other Released Parties in any civil, criminal, or
24 administrative proceeding in any court, administrative agency, or other tribunal. Defendants or
25 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
26 this Action in any other action that may be brought against it or them in order to support a defense
27 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
28 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or

1 similar defense or counterclaim.

2 13. The "Settlement Amount" to be paid under the Settlement Agreement is
3 \$600,000.00. From this amount, Class Counsel collectively sought an award of Attorneys' Fees
4 of \$200,000.00, and Costs in the amount of \$14,149.25, Class Representative Service Payment
5 for the Class Representative Wilquin Orozco of \$10,000.00, Settlement Administrator, ILYM,
6 Group, Inc. costs in the amount of \$8,000.00, and \$7,500.00 to the LWDA for PAGA Penalties.
7 Defendants' share of employer's payroll taxes on the portion of the Net Settlement Amount that
8 is allocated as wages shall be paid separately and in addition to the Settlement Amount.
9 Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair,
10 reasonable, and adequate, and awards the payments as set forth above from the Settlement
11 Amount. After deducting the foregoing payments from the Settlement Amount, the remainder
12 shall form the Net Settlement Amount payable to the Participating Class Members as set forth in
13 the Settlement Agreement and as calculated by the Settlement Administrator.

14 14. The Settlement Administrator is directed to calculate the Settlement Class
15 Member's Individual Settlement Amounts from the Net Settlement Amount and issue all
16 payments in accordance with the Settlement Agreement, and in the time frames set forth in the
17 Settlement Agreement.

18 15. Settlement Class Members shall have 180 days to negotiate the Settlement check
19 from the date of issuance by the Settlement Administrator. In the event that a Settlement Class
20 Member does not negotiate his/her check within this time period, the uncashed check along with
21 any interest that has accrued thereon, shall be submitted to the State Controller's Office
22 Unclaimed Property Fund in the name of the Class Member.

23 16 This document shall constitute a Judgment for purposes of California Rule of
24 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
25 Class Representative, the Settlement Class Members, and Defendants for the purposes of
26 supervising the implementation, enforcement, construction, administration, and interpretation of
27 the Settlement Agreement and this Judgment.
28

1 17. A final accounting a hearing regarding the distribution of the funds shall be held
2 on July 25th, 2023, at 1:30 p.m. in Department ~~26~~ of the above-entitled Court.
3 September 5th, 2023 @ 8:30am 17

4 IT IS SO ORDERED.

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6 Dated: Jan. 27, 2023

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HON. ~~DAVID~~ JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT
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[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT THEREON