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7 *Attorneys for Plaintiff*
8 TINA TAYLOR

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO**

12
13 TINA TAYLOR, individually and on behalf of
others similarly situated, and as an aggrieved
14 employee and Private Attorney General,

15 Plaintiff,

16 vs.

17 STEMEXPRESS, LLC, a California limited
liability company; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No.: 34-2022-000322793-CU-OE-GDS

*Assigned for All Purposes to the Hon: Jill
Talley, Dept. 23*

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

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Complaint Filed: July 1, 2022
Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on November 18, 2024, the Honorable Jill Talley, in
3 Department 23 in the above-entitled Court, located at 720 9th Street, Sacramento, California
4 95814 executed the Final Order and Judgment. Attached hereto as **Exhibit A** is a true and correct
5 copy of the Order which was executed and filed on November 18, 2024.

6 Dated: November 20, 2024

PROTECTION LAW GROUP, LLP

7
8 By: 

9 Carlos Jimenez
10 Heather Davis
11 Amir Nayebdadash
12 *Attorneys for Plaintiff*
13 TINA TAYLOR
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EXHIBIT A

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Attorneys for Plaintiff
TINA TAYLOR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

TINA TAYLOR, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

STEMEXPRESS, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,
Defendants.

Case No.: 34-2022-00322793-CU-OE-GDS

*Assigned for All Purposes to the Hon: Jill
Talley, Dept. 23*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: November 15, 2024

Hearing Time: 9:00 a.m.

Dept.: 23

Action Filed: July 1, 2022

Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class and PAGA Action (“Action”) having come before the Court on November 15, 2024, for a hearing and Final Order Approving Class Action Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff TINA TAYLOR’s Motion for Final Approval of Class Action and PAGA Settlement.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Consistent with the definitions provided in the Settlement Agreement, the terms “Class” and “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt employees of Defendant employed in the state of California at any time from July 1, 2018 through March 29, 2024.”

4. Consistent with the definitions provided in the Settlement Agreement, the term “PAGA Members” shall mean the following: “Class Members who were employed by Defendant during the PAGA Period”

5. Consistent with the definitions provided in the Settlement Agreement, the term “PAGA Period” shall mean the following: “The period from June 21, 2021 through March 29, 2024”

6. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members and PAGA Members.

7. Distribution of the Class Notice directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity

1 with the Preliminary Approval Order, including individual notice to all Class Members who could
2 be identified through reasonable effort, and the best notice practicable under the circumstances.
3 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
5 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
6 All Class Members and all Released Class Claims are covered by and included within the
7 Settlement and this Final Order.

8 8. The Court hereby finds the Settlement Agreement was entered into in good faith
9 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
10 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have
11 satisfied the standards and applicable requirements for final approval of this class action
12 settlement under California law, including the provisions of California Code of Civil Procedure
13 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
14 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

15 9. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

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

27 11. According to the terms of the Settlement Agreement, upon the complete funding
28 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant

STEMEXPRESS, LLC (“Defendant”), Plaintiff and all Participating Class Members shall fully release and discharge Defendant, together with its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”) from any and all claims, actions, or causes of action alleged in the operative Complaint, or that could have been alleged or raised in the operative Complaint based upon or arising out of the facts alleged therein, during the Class Period including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or 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; and (viii) unfair business practices, 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 (collectively the “Released Class Claims”), for the Class Period (*i.e.*, the period between July 1, 2018 through March 29, 2024). This release shall be binding on all Participating Class Members.

12. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the California Labor Workforce and Development Agency (“LWDA”), and the State of California, through Plaintiff Tina Taylor as its agent and/or proxy, shall release and discharge the Released Parties from any and all claims for the recovery for civil of California, and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the June 30, 2022 PAGA Notice during the PAGA Period, including civil penalties for failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary

business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802 and the Industrial Welfare Commission Orders (the “Released PAGA Claims”) for the PAGA Period (*i.e.*, the period between June 21, 2021 through March 29, 2024).

13. Named Plaintiff Tina Taylor, for herself only, also fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to her employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release is intended to be interpreted broadly and specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff Tina Taylor, 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).

14. No Class Member objected to the terms of the Settlement.

15. One Class Member, Erich E. Andersen, requested to be excluded from the terms

1 of the class settlement. Accordingly, 230 out of 231 (99.57%) Participating Class Members are
2 bound by this Judgment.

3 16. The Court finds the settlement payments provided for under the Settlement
4 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
5 the Settlement Agreement, the Court orders Defendant to fund the Gross Settlement Amount of
6 \$150,000.00 as set forth in the Settlement Agreement to provide payments for Individual
7 Settlement Payments to all Participating Class Members and all PAGA Members, the PAGA
8 Penalties to the LWDA pursuant to Labor Code Section 2698, *et seq.*, the Class Representative
9 Enhancement Payment to Plaintiff, Class Counsel's Fees and Costs, and the Settlement
10 Administrator's Costs. The calculations and the payments shall be administered in accordance
11 with the terms of the Settlement Agreement.

12 17. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
13 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
14 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
15 (\$52,500.00) and attorneys' Cost Award in the amount of \$16,464.78 from the Gross Settlement
16 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
17 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
18 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
19 shall be administered pursuant to the terms of the Settlement Agreement.

20 18. The Court hereby approves and orders a Class Representative Enhancement
21 Payment of \$7,500.00 to named Plaintiff Tina Taylor from the Gross Settlement Amount in
22 accordance with the terms of the Settlement Agreement.

23 19. The Court finds and determines that the resolution of the Released PAGA Claims
24 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
25 orders the payment in the amount of \$18,750.00 (75% of \$25,000.00) from the Gross Settlement
26 Amount to the LWDA for penalties arising under the PAGA. The remaining \$6,250.00 (25% of
27 \$25,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

28 20. The Court also hereby approves and orders payment from the Gross Settlement

1 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
2 Phoenix Settlement Administrators, in the amount of \$8,950.00.

3 21. The Court hereby approves and orders that payments be made from the Net
4 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
5 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set
6 forth in the Settlement Agreement (together, “Individual Settlement Payments”).

7 22. The Court also hereby approves and orders that any Settlement Checks distributed
8 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that
9 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
10 transferred to the California State Controller’s Office pursuant to California Civil Code § 1500
11 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
12 “unpaid residue” under California Code of Civil Procedure section 384 will result from the
13 Settlement.

14 23. Provided the Settlement becomes effective under the terms of the Settlement
15 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
16 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative Incentive
17 Payments is as set forth in the Settlement Agreement.

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

1 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
2 Agreement and its terms and provisions shall not be offered or received as evidence in any action
3 or proceeding to establish any liability or admission on the part of Defendant or to establish the
4 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
5 local or other applicable law.

6 25. Without affecting the finality of this Judgment, the Court shall retain continuing
7 jurisdiction over the Action and the Parties, including all Class Members, and over all matters
8 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
9 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
10 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
11 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
12 shall be presented to the Court for resolution.

13 26. A Non-Appearance Case Review hearing on the Distribution of Settlement Funds
14 is set for 7/10/26 at 10:30 a.m./~~p.m.~~ in Department 23 to confirm the full
15 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
16 Settlement Funds no later than 15 days prior to hearing, which shall include the total amount of
17 funds to be paid to the Participating Class Members pursuant to the Settlement.

18 27. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
19 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
20 Settlement. The Court finds and determines that the notice of the Settlement complied with the
21 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
22 including Notice to the LWDA.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24
25 DATED: 11/18/2024



26 *Jill Talley*

27 HON. JILL TALLEY
28 JUDGE OF THE SUPERIOR COURT