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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**
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14 ISABEL RODRIGUEZ and DANIEL TOVAR,
15 on behalf of themselves all employees similarly
16 situated,

16 Plaintiffs,

17 v.

18 ROY MILLER PAINTING, INC., a California
19 Corporation; and DOES 1 through 50, inclusive,
20 Defendants.
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Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

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

Date: February 20, 2025
Time: 2 p.m.
Courtroom: Dept. CX104
Judge: Hon. Melissa R. McCormick

Action Filed: March 20, 2023
Trial: Not Set

1 On February 20, 2025, the Court considered Plaintiffs' ISABEL RODRIGUEZ and DANIEL TOVAR
2 ("Plaintiffs") Motion for Final Approval of Class and PAGA Representative Action Settlement ("Motion").
3 Having considered the Motion, and all legal authorities and documents concurrently and previously submitted
4 in support thereof, including JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE
5 ACTION and FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA
6 REPRESENTATIVE ACTION SETTLEMENT ("Settlement" or "Settlement Agreement"), and good cause
7 appearing, **IT IS HEREBY ORDERED and ADJUDGED** that the motion is **GRANTED**, subject to the
8 following findings and orders:

9 1. This order incorporates by reference the definitions in the Settlement Agreement, and all
10 capitalized terms defined therein shall have the same meaning in this order as set forth in the Settlement
11 Agreement.

12 2. The Court finds that the terms of the proposed class action Settlement are fair,
13 reasonable, adequate and in the best interests of the Class Members. The Settlement Class meets the
14 requirements for certification for settlement purposes only under Code of Civil Procedure § 382. The
15 Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
16 forth in the Preliminary Approval Order.

17 3. The following persons are certified as Class Members solely for the purpose of entering
18 a settlement in this matter:

19 All current and former non-exempt employees employed by Defendant who worked in
20 California at any time during the Class Period (the "Class Period" is March 20, 2019
through May 1, 2023). (Settlement, ¶¶ 3-4.)

21 4. The PAGA Employee is defined as follows:

22 All current and former non-exempt employees of Defendant who worked in California at
23 any time during the PAGA Period (the "PAGA Period" is March 20, 2022 through May
24 1, 2023.) PAGA Employees cannot opt out of the settlement of the PAGA claim.

25 (Settlement, ¶¶ 10-11.)

26 5. The Notice Packet, comprised of the Notice of Proposed Class and PAGA Representative
27 Action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Objection
28 Form ("Objection Form"), that was provided to the Class Members, fully and accurately informed the

1 Class Members of all material elements of the Settlement and of their opportunity to participate in, object
2 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable
3 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
4 with the laws of the State of California, the United States Constitution, due process and other applicable
5 law. The Notice Packet fairly and adequately described the Settlement and provided the Class Members
6 with adequate instructions and a variety of means to obtain additional information.

7 6. No Class Members submitted any Request for Exclusion or Workweek Dispute.

8 7. Class Member Johnny Carlos Morales submitted an objection to the Settlement
9 (“Objection”). Having reviewed the Objection and Plaintiffs’ response to Objection and all supporting
10 legal authorities and documents, the Objection is overruled. Class Member Johnny Carlos Morales is
11 bound by the class and PAGA release in the Settlement.

12 8. A full opportunity has been afforded to the Class Members to participate in the Final
13 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
14 Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement.
15 Accordingly, the Court determines that all Class Members who have not submitted a valid and timely
16 Request for Exclusion (“Settlement Class Members”) and the PAGA Employees are bound by this Final
17 Approval Order and Judgment.

18 9. The class release is as set forth in the Settlement Agreement and Notice.

19 10. The PAGA release is as set forth in the Settlement Agreement and Notice.

20 11. Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR are appointed as the Class
21 Representatives. The Court finds that the Service Payments sought are fair and reasonable for the work
22 performed by Plaintiffs on behalf of the Class, the State of California, and the PAGA Employees. It is
23 hereby ordered that the Settlement Administrator issue payment in the amount of **\$10,000.00** to Plaintiffs
24 (**\$5,000** to each Plaintiff) as their Service Payments, according to the terms set forth in the Settlement
25 Agreement.

26 12. TUNYAN LAW, APC is appointed as Class Counsel. The Court finds that the request for
27 attorneys’ fees in the amount of \$60,333.33 to Class Counsel falls within the range of reasonableness, and
28 the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair,

1 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement
2 Administrator issue payment in the amount of **\$60,333.33** to Class Counsel for attorneys' fees, in
3 accordance with the terms set forth in the Settlement Agreement.

4 13. The Court finds that reimbursement of litigation costs and expenses in the amount of
5 \$19,328.96 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement
6 Administrator issue payment in the amount of **\$19,328.96** to Class Counsel for reimbursement of litigation
7 costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

8 14. ILYM GROUP, Inc. is appointed to act as the Settlement Administrator and to administer
9 the settlement in accordance with the Agreement. The Court finds that payment of settlement
10 administration fees in the amount of \$6,500.00 is appropriate for the services performed and costs incurred
11 and to be incurred for the notice and settlement administration process. It is hereby ordered that the
12 Settlement Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of **\$6,500.00**, in
13 accordance with the terms set forth in Settlement Agreement.

14 15. The Court finds that the allocation of **\$15,000.00** toward penalties under the California
15 Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and
16 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
17 amount of **\$11,250.00** to the California Labor and Workforce Development Agency ("LWDA Payment"),
18 and the amount of **\$3,750.00** to be distributed on a pro rata basis to PAGA Employees, according to the
19 terms set forth in the Settlement Agreement.

20 16. The Court hereby enters Judgment by which Settlement Class Members shall be
21 conclusively determined to have given a release of any and all Released Class Claims against the
22 Released Parties, and all PAGA Employees shall be conclusively determined to have given a release of
23 any and all Released PAGA Claims against the Released Parties.

24 17. The Gross Settlement Amount of the Settlement is \$181,000 (plus Defendant's employer
25 share of taxes), from which the above noted awards shall be deducted as follows: \$10,000 for Service
26 Payments to Plaintiffs (allocated as \$5,000 to each Plaintiff), \$60,333.33 for attorneys' fees, \$19,328.96 in
27 litigation costs, \$6,500 in administration costs, and a \$15,000 PAGA Allocation (with 75% allocated to
28 LWDA and 25% to PAGA Employees). The remaining amount (which excludes the employer share of

1 taxes) shall be paid to the Settlement Class Members in accordance with the terms of the Settlement
2 Agreement. The Court approves and orders net payment of at least \$73,587.71 to Settlement Class
3 Members and PAGA Employees in accordance with the distribution formulas provided in the Settlement
4 Agreement.

5 18. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll
6 taxes in connection with the wages portion of the Settlement Class Payments pursuant to the timeline and
7 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
8 disburse the funds in accordance with the Settlement Agreement and the Notice.

9 19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
10 Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe,
11 interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
12 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
13 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

14 20. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
15 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
16 on the Settlement Administrator's website for a period of at least one hundred eighty (180) calendar days
17 after the date of entry of this Final Approval Order and Judgment.

18 21. Plaintiffs shall provide notice of this Final Approval Order and Judgment to the LWDA
19 as required under PAGA.

20 22. A Final Compliance Hearing is set for -----, **2025 at 2:00p.m.** in Department CX104.
21 Class Counsel shall submit a final accounting report in the form of a declaration from the Settlement
22 Administrator regarding the status of the settlement administration at least nine (9) court days prior to the
23 Final Compliance Hearing.

24 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

25
26 Dated: _____

Hon. Melissa R. McCormick
ORANGE COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

3) ss

4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285, Glendale, California 91203.

6 On the date indicated below, I served the document described as: **PROPOSED] ORDER OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

7 Greg S. Labate

8 glabate@sheppardmullin.com

9 Molly Brooks

10 MBrooks@sheppardmullin.com

11 Lauren J. Blaes

12 lblaes@sheppardmullin.com

13 Seana Pierce

14 SPierce@sheppardmullin.com

15 **Sheppard, Mullin, Richter & Hampton, LLP**

16 650 Town Center Drive, 10th Floor

17 Costa Mesa, California 92626-1993

18 Telephone: 714-513-5100

19 Facsimile: 714-513-5130

20 ***Attorneys for Defendant Roy Miller Painting, Inc.***

21 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

22 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

23 I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

24 Executed on January 22, 2025 at Glendale, California.

25 Lilit Tunyan

26 Name

27 

28 Signature