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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]

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

Date: April 24, 2025

Time: 2 p.m.

Courtroom: Dept. CX104

Judge: Hon. Melissa R. McCormick

Action Filed: March 20, 2023

Trial: Not Set

On April 24, 2025, the Court considered Plaintiffs' ISABEL RODRIGUEZ and DANIEL TOVAR ("Plaintiffs") Motion for Final Approval of Class and PAGA Representative Action Settlement ("Motion"). Having considered the Motion, and all legal authorities and documents concurrently and previously submitted in support thereof, including JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION and FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT ("Settlement" or "Settlement Agreement"), and good cause appearing, **IT IS HEREBY ORDERED and ADJUDGED** that the motion is **GRANTED**, subject to the following findings and orders:

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

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

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

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

4. The PAGA Employee is defined as follows:

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

(Settlement, ¶¶ 10-11.)

5. The Notice Packet, comprised of the Notice of Proposed Class and PAGA Representative Action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Objection 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 **\$19,310.48** 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 and their
21 successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally
22 release and discharge the Released Parties from the Class Released Claims as defined in Paragraph 34 of
23 the Settlement Agreement. Upon full payment of Gross Settlement Amount, Plaintiffs and each and all
24 PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each
25 of them, fully and finally release and discharge the Released Parties for the Released PAGA Claims, and
26 the final judgment will bind all those who would be bound by a judgment if the action had been brought
27 by the LWDA, including Plaintiffs, the LWDA and all PAGA Employees as defined in Paragraph 35 of
28 the Settlement Agreement.

1 17. The Gross Settlement Amount of the Settlement is \$181,000 (plus Defendant's employer
2 share of taxes), from which the above noted awards shall be deducted as follows: \$10,000 for Service
3 Payments to Plaintiffs (allocated as \$5,000 to each Plaintiff), \$60,333.33 for attorneys' fees, \$19,310.48 in
4 litigation costs, \$6,500 in administration costs, and a \$15,000 PAGA Allocation (with 75% allocated to
5 LWDA and 25% to PAGA Employees). The remaining amount (which excludes the employer share of
6 taxes) shall be paid to the Settlement Class Members in accordance with the terms of the Settlement
7 Agreement. The Court approves and orders net payment of at least \$73,606.19 to Settlement Class
8 Members and PAGA Employees in accordance with the distribution formulas provided in the Settlement
9 Agreement.

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

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

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

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

25 22. A Final Compliance Hearing is set for **January 29, 2026, at 9:00 a.m.** in Department
26 CX104. Class Counsel shall submit a final accounting report in the form of a declaration from the
27 Settlement Administrator regarding the status of the settlement administration at least nine (9) court days
28 prior to the Final Compliance Hearing.

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

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3 Dated: _____

4 Hon. Melissa R. McCormick
ORANGE COUNTY SUPERIOR COURT JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **AMENDED [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:

650 Town Center Drive, 10th Floor
Costa Mesa, California 92626-1993
Telephone: 714-513-5100
Facsimile: 714-513-5130

AMENDED [PROPOSED] ORDER OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION