

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Samantha A. Smith (SBN 233331)
samantha.smith@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff Richard Caldera, Jr., individually,
and on behalf of all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RICHARD CALDERA JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PERFORMANCE ONLINE, INC., a California
corporation; WESTERN COMPONENTS
GROUP, INC. DBA WESTERN CHASSIS, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CVRI2306013

*Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 1*

**~~[PROPOSED]~~ REVISED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: January 22, 2025
Time: 8:30 a.m.
Dept.: 1

1 This matter came on for hearing on January 22, 2025 at 8:30 a.m., in Department 1 of
2 the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769, this Court's Order Granting
4 Preliminary Approval filed September 12, 2024, and the First Amended Class Action and PAGA
5 Settlement Agreement ("Settlement"), a copy of which was attached as Exhibit 1 to the
6 Supplemental Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary
7 Approval of Class Action Settlement.

8 Having received and considered the Settlement, the supporting papers filed by the
9 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
10 of Class Action Settlement granted September 12, 2024, and the instant Motion for Final
11 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
12 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement, the Class Notice was sent to each Class Member by First Class mail.
15 These papers informed Class Members of the terms of the Settlement, their right to receive an
16 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement;
17 (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute the
18 calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing.
19 No Class Member has objected to the proposed Settlement, and no Class Member has requested
20 exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common the

1 class and a well-defined community of interest among members of the Class with respect to the
2 subject matter of the action; (c) the claims of Class Representative Richard Caldera, Jr. are
3 typical of the claims of the Class Members; (d) the Class Representative has fairly and
4 adequately protected the interests of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
6 Representative are qualified to serve as Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all hourly
8 non-exempt employees who worked for Performance Online between May 14, 2019 and June
9 30, 2024. The Court deems this definition sufficient for purposes of California Rules of Court,
10 Rule 3.765(a).

11 5. The Court hereby confirms John G. Yslas, Samantha A. Smith, Jeffrey C. Bils,
12 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Richard Caldera, Jr. as the Class
14 Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair,
16 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
17 terms, having found that the Settlement was reached as a result of informed and non-collusive
18 arm's length negotiations facilitated by a neutral mediator. The Court finds that the Parties
19 conducted adequate investigation, research, and discovery, and that their attorneys were able to
20 reasonably evaluate their respective positions. The Court also finds that the Settlement will
21 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay
22 and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary
23 recovery provided as part of the Settlement and recognizes the significant value accorded to the
24 Class.

25 8. The Court hereby approves the Gross Settlement Amount of \$113,325.08.

26 9. The Court finds and determines that the Individual Settlement Payments to be
27 paid to Participating Class Members as provided for by the Settlement are fair and reasonable.
28 The Court hereby gives final approval to and orders the payment of those amounts to be made

to the Participating Class Members in accordance with the Settlement.

- a. Any envelope transmitting Individual Settlement Payments to a Class Member shall bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED;”
- b. Individual Settlement Payments shall be negotiable for 180 days from the date of mailing;
- c. The Administrator shall mail a reminder postcard to any Class Member whose Individual Settlement Payment check has not been negotiated within 60 days after the date of mailing; and
- d. If (i) any of the Class Members are current employees of Defendant, (ii) the the Individual Settlement Payment mailed to those employees is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the Defendant to have those checks delivered to the employees at their place of employment.

10. The Court finds and determines that payment of \$5,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% (\$3,750.00), and the remaining 25% (\$1,250.00) will be distributed to Aggrieved Employees (defined as a person employed as a California non-exempt employee for Defendant who worked during the PAGA Period) based on the number of PAGA Pay Periods worked during the PAGA Period (defined as January 9, 2022 through June 30, 2024). The Court hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

11. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM Group, Inc. in the amount of \$5,750.00 are fair and reasonable. The Court hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

12. The Court finds and determines that the Class Representative Service Payment of \$7,500.00 to Plaintiff Richard Caldera, Jr. is fair and reasonable. The Court hereby gives final

1 approval to and orders the payment of that amount in accordance with the Settlement.

2 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and
3 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
4 in the amount of \$37,771.25 and litigation costs in the amount of \$13,366.08. The Court hereby
5 gives final approval to and orders the payment of those amounts in accordance with the
6 Settlement.

7 14. Without affecting the finality of this order or the entry of judgment in any way,
8 the Court retains jurisdiction of all matters relating to the interpretation, administration,
9 implementation, effectuation, and enforcement of this order and the Settlement.

10 15. Neither Defendant Performance Online, Inc., nor Western Components Group, Inc.
11 DBA Western Chassis shall have any further liability for costs, expenses, interest, attorneys'
12 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

13 16. Neither the making of this Settlement nor the entry into the Settlement constitutes
14 an admission by Defendants Performance Online, Inc., and Western Components Group, Inc. DBA
15 Western Chassis, nor is this order a finding of the validity of any claims in this case or of any
16 other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
17 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action
18 taken to carry out the terms of the Settlement be construed as an admission or concession by or
19 against Defendants Performance Online, Inc., and Western Components Group, Inc. DBA Western
20 Chassis.

21 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
22 under the Settlement or under this order.

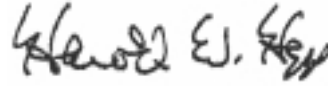
23 18. Upon completion of administration of the Settlement, the Settlement
24 Administrator will provide written certification of such completion to the Court, which shall be
25 filed with the Court seven days before the non-appearance compliance hearing set for **October**
26 **9, 2025 at 8:30 a.m.**

27 19. The Court hereby enters final judgment in accordance with the terms of the
28 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action

Settlement, and this Order.

20. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

Dated: 02/04/2025



Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT