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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ELSA CHAVEZ and ORLANDO A. ROJAS, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

TLD LOGISTICS SERVICES, INC., a
Tennessee corporation; and DOES 1-100,
inclusive.

Defendants.

CASE NO.: CIVSB2314330

Assigned to the Hon. Wilfred J. Schneider Jr.

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVING OF CLASS
ACTION AND PAGA SETTLEMENT
AND FINAL JUDGEMENT

HEARING INFO

Date: May 27, 2025

Time: 8:30 a.m.

Dept.: S32

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

MAY 27 2025

BY Chris Goldstein
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1 This matter came for hearing on May 27, 2025, regarding Plaintiffs Elsa Chavez and Orlando
2 A. Rojas (collectively, "Plaintiffs") unopposed Motion for Final Approval of Class Action and PAGA
3 Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement ("Original
4 Settlement Agreement") as amended by the First Amendment to Class Action and PAGA Settlement
5 Agreement ("First Amendment to Settlement Agreement," collectively with the Original Settlement
6 Agreement, the "Settlement Agreement" and/or the "Settlement"). In conformity with California
7 Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as
8 defined in the Settlement), and having considered the Settlement, all of the legal authorities and
9 documents submitted in support thereof, all papers filed and proceedings had herein, all oral and
10 written comments received regarding the Settlement, and having reviewed the record in this litigation,
11 and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
12 the following findings and determinations and enters final judgment as follows:

13 1. All terms used in this Order shall have the same meaning as those terms used and/or
14 defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final
15 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
16 Mehrdad Bokhour in Support of the Plaintiff's Motion for Final Approval of Class Action and is
17 made a part of this Order.

18 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
19 jurisdiction to approve this Settlement and all exhibits thereto.

20 3. For settlement purposes only, the Court finally certifies the Settlement Class, as
21 defined in the Settlement and as follows: "all of Defendant's current and former non-exempt hourly
22 employees who worked for Defendant in California at any time during the Class Period," which is
23 the period from June 22, 2019, through November 14, 2024. The PAGA Members include "all of
24 Defendant's current and former non-exempt hourly employees who worked for Defendant in
25 California at any time during the PAGA Period," which is the period from June 22, 2022, through
26 November 14, 2024. "Defendant" means and refers to defendant TLD Logistics Services, Inc.

27 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
28 California Rules of Court and solely for the purpose of effectuating the Settlement.

1 5. The Court finds that an ascertainable class of 94 class members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the context
3 of the Settlement: (i) all related matters predominate over any individual questions; (ii) the claims of
4 the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
5 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
6 and protected the interest of the Class Members.

7 6. The Court is satisfied that Phoenix Class Action Administration Solutions, appointed
8 as the Settlement Administrator, completed the distribution of the Class Notice to the Class in a
9 manner that complies with California Rule of Court 3.766. The Class Notice informed 94 prospective
10 Class Members of the Settlement terms, their rights under the Settlement and their settlement share,
11 their rights to submit a request for exclusion, their rights to comment on or object to the Settlement,
12 and their rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval
13 of the Settlement. Each of these procedures provided a sufficient period of time to respond and to
14 act. No Class Members filed a written objection to the Settlement as part of this notice process, no
15 Class Members filed a written statement of intention to appear at the Final Approval and Fairness
16 Hearing, and no individual submitted a request for exclusion.

17 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
18 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant
19 with all applicable requirements of the California Code of Civil Procedure, the California and United
20 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
21 applicable law, and in the best interests of each of the Parties and Class Members.

22 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
23 terms and declares the Settlement Agreement to be binding on all 94 Participating Class Members.

24 9. The Court finds that the Settlement Agreement has been reached as a result of
25 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
26 conducted extensive investigation and research, and their attorneys were able to evaluate their
27 respective positions reasonably.

28 10. The Court also finds that the Settlement now will avoid additional and potentially

1 substantial litigation costs, as well as delay and risks to the Parties, if they continue to litigate the
2 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
3 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
4 significant relief for Class Members.

5 11. The Settlement Agreement is not an admission by any Defendant, nor is this Order a
6 finding of the validity of any allegations or of any wrongdoing by any Defendant.

7 12. The Court appoints Plaintiffs Elsa Chavez and Orlando A. Rojas as Class
8 Representatives and finds them to be adequate.

9 13. The Court appoints Manny Star and Adam Rose of Frontier Law Center, Mehrdad
10 Bokhour of Bokhour Law Group, P.C., and Sam Rezvani of Venture Law, P.C., as Class Counsel,
11 and finds each of them to be adequate, experienced, and well-versed in class action litigation.

12 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
13 \$240,449.39 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
14 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
15 Agreement, subject to this Order.

16 15. The Court approves the following allocations, which fall within the ranges stipulated
17 by and through the Settlement Agreement:

18 A. The Court awards \$5,950.00 in Administration Costs to Phoenix Class Action
19 Administration Solutions, the Settlement Administrator, and finds this
20 amount to be fair and reasonable. The Court grants final approval of it and
21 orders the Parties to make the payment to the Settlement Administrator in
22 accordance with the Settlement Agreement.

23 B. The Court awards \$80,149.80 to Class Counsel as attorneys' fees and finds
24 this amount fair and reasonable in light of the benefit obtained for the Class.
25 The Court grants final approval of awards and orders the Class Counsel
26 Attorney fees payment to be made in accordance with the Settlement
27 Agreement.

28 C. The Court awards \$7,117.47 to the Bokhour Law Group, P.C, and \$8,293.55

1 to the Frontier Law Center, respectively, in litigation costs, an amount which
2 the Court finds to be reflective of the reasonable costs incurred. The Court
3 grants final approval of and orders the Class Counsel Costs in this amount to
4 be made in accordance with the Settlement Agreement.

5 D. The Court awards \$10,000 to each Class Representative as payment requested
6 by Plaintiffs and finds this amount to be fair and reasonable. The Court grants
7 final approval of and orders the Service Payments to be made in accordance
8 with the Settlement Agreement.

9 E. The Court approves the \$24,044.94 allocation for penalties under the Labor
10 Code Private Attorneys General Act of 2004 and orders 75% thereof (*i.e.*,
11 \$18,033.70) to be paid to the California Labor and Workforce Development
12 Agency in accordance with the terms of the Settlement Agreement and the
13 remainder (*i.e.*, \$6,011.24) to the PAGA Members.

14 16. The Court orders the Parties to comply with and carry out all terms and provisions of
15 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
16 provisions of this Order shall take precedence and supersede the Settlement.

17 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
18 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
19 in this case if the Settlement fails to become final or effective, or in any other case without limitation.
20 If the Settlement Agreement does not become final and effective in accordance with the terms of the
21 Settlement, then this Order Granting Final Approval and Entry of Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the parties shall revert
23 to their respective positions as of before entering into the Settlement Agreement, and expressly
24 reserve their respective rights regarding the prosecution and defense of this Action, including all
25 available defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action. The Settlement Agreement is
27 not an admission by Defendant, nor is this Order Granting Final Approval and Entry of Judgment a
28 finding of the validity of any claims in the Action or of any wrongdoing by Defendant or that this

~~FRONTIER~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

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1 Action is appropriate for class or representative treatment (other than for settlement purposes).
2 Neither this Order, nor any document referred to herein, nor any action taken to carry out the
3 Settlement is, may be construed as, or may be used as an admission by or against Defendant of any
4 fault, wrongdoing or liability. The entering into or carrying out of the Settlement Agreement, and
5 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
6 be evidence of, an admission or concession with regard to the denials or defenses by Defendant.
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
8 Order Granting Final Approval and Entry of Judgment, the Settlement Agreement, or any other papers
9 and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 released claims.

12 18. The Settlement shall bind all 94 Participating Class Members and this Order, including
13 the release of claims (including Released Class Claims, Released PAGA Claims, and General Release
14 by Plaintiff) as set forth in the Settlement Agreement.

15 19. The Parties shall bear their respective attorneys' fees and costs except as otherwise
16 provided in this Order and the Settlement Agreement.

17 20. Final Settlement Class Members shall have 180 calendar days after mailing by the
18 Settlement Administrator to cash their settlement checks.

19 21. Within ten (10) days of this Order, the Settlement Administrator shall give notice of
20 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b), by
21 posting a copy of this Order and final judgment on its website.

22 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
23 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
24 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
25 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26 23. Plaintiffs shall file a report regarding the distribution status with the Court within one
27 hundred and twenty (120) days after all funds have been distributed.

28 24. The Court hereby sets a hearing date of 4/3/2026, at 8:30 a.m. for a

PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

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1 hearing on the final accounting and distribution of the settlement.

2 25. This final judgment is intended to be a final disposition of the above-captioned action
3 and is intended to be immediately appealable. This final judgment resolves and extinguishes all
4 claims released by the Settlement Agreement against the Defendant and the Released Parties as set
5 forth in the Agreement.

6
7 **IT IS SO ORDERED.**

8
9 DATED: 5/27, 2025


HONORABLE WILFRED J. SCHNEIDER JR.