

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Fax: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiff

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

GREGORY TAYLOR, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

RACE TELECOMMUNICATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV012232

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: September 5, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: November 27, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiff Gregory Taylor (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Race Telecommunications, LLC (“Defendant”), attorneys’ fees and costs, service payment, and
4 the expenses of the Administrator duly came on for hearing on September 5, 2025 before the
5 Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Eight Hundred Thirty-Seven
16 Thousand Dollars (\$837,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On April 29, 2025, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about May 19, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was July 18, 2025, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
23 48 Cal. App. 4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Gig Kyriacou, an experienced mediator of wage and
26 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

27 b. Plaintiff and Class Counsel's investigation and discovery have been
28

1 sufficient to allow the Court and counsel to act intelligently.

2 c. Counsel for all Parties are experienced in similar employment class action
3 litigation. Class Counsel recommended approval of the Agreement.

4 d. The percentage of objectors and requests for exclusion is small. No
5 objections were received. No requests for exclusion were received.

6 e. The participation rate was high. 525 Class Members will be mailed a
7 settlement payment, representing 100% of the overall Class.

8 9. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
10 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
11 Class Members' claims, given the uncertainties and significant risks of the litigation and the
12 delays which would ensue from continued prosecution of the action.

13 10. The Agreement is approved as fair, adequate, and reasonable and in the best
14 interests of the Class Members.

15 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

16 11. An award of \$279,000 for attorneys' fees, representing one-third of the Gross
17 Settlement Amount, and \$23,598.40 for litigation costs and expenses, is reasonable, in light of the
18 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
20 lodestar and billing statement.

21 **Class Representative Service Payment**

22 12. The Agreement provides for Class Representative Service Payment in an amount
23 not more than \$20,000 for Plaintiff, subject to the Court's approval. The Court finds that Class
24 Representative Service Payment in the amount of \$20,000 to Plaintiff is reasonable in light of the
25 risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
26 bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$7,950 in fees and expenses, and this amount is reasonable in light
7 of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
17 Defendant in California and classified as a non-exempt employee at any time during the PAGA
18 Period (November 30, 2022 through January 31, 2025). Pursuant to Labor Code section 2699,
19 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
20 and has not indicated any objection thereto. The Court finds these PAGA Penalties to be
21 reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendant in California
28 and classified as a non-exempt employee at any time during the Class Period
(November 27, 2019 through January 31, 2025).

FINAL APPROVAL ORDER AND JUDGMENT

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion.
4

5 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
7 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
8 Administrator no later than 14 days after the Effective Date.

9 18. Class Counsel are awarded attorneys’ fees in the amount of \$379,000 and costs in
10 the amount of \$23,598.40. Class Counsel shall not seek or obtain any other compensation or
11 reimbursement from Defendant, Plaintiff, or members of the Class.

12 19. The payment of Class Representative Service Payment in the amount of \$20,000 to
13 Plaintiff is approved.

14 20. The payment of \$7,950 to the Administrator for its fees and expenses is approved.

15 21. The PAGA Penalty amount of \$20,000 is approved and is to be distributed in
16 accordance with the Agreement.

17 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
18 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
19 entry.

20 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
26 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
28 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement is not finally approved, then this Final Approval Order and
12 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
13 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiff, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from the Released Class Claims. The "Released Class
26 Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated
27 in the Operative Complaint which occurred during the Class Period during employment in a non-
28

1 exempt position in California. Except as expressly set forth in the Agreement, Participating Class
2 Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
4 disability, social security, workers' compensation, or Class claims based on facts occurring outside
5 the Class Period.

6 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
7 of themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
9 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
10 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
11 Notice, which occurred during the PAGA Period during employment in a nonexempt position in
12 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
13 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
14 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
15 and PAGA claims outside of the PAGA Period.

16 (c) Plaintiff and his or her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from the Plaintiff's Release as set forth fully in the Agreement.

19 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
27 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
28

1 in connection therewith pursuant to California Code of Civil Procedure section 664.6 and and
2 California Rules of Court rule 3.769(h).

3 31. A settlement compliance hearing is set for August 28, 2026 at 10:30 a.m. in
4 Department 23. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
5 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
6 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
7 settlement compliance hearing.

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

9
10 Dated: _____

11 _____
12 HON. JILL H. TALLEY
13 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28