

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Chumahan Bowen (SBN 268136)
chumahan.bowen@wilshirelawfirm.com
Jennifer Leinbach (SBN 281404)
jennifer.leinbach@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
Conor Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

DWANE TAYLOR, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

TAYLOR CREATIVE INC. WILL DO
BUSINESS IN CALIFORNIA AS TAYLOR
CREATIVEGROUP, a corporation; TAYLOR
CREATIVE, INC., a corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 23CV012371

Assigned to: Hon. Jill H. Talley, Dept. 23

Complaint filed:

November 29, 2023

Trial date:

Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 3, 2026

Time: 9:00 a.m.

Dept.: 23

1 On or around October 2, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Dwane Taylor ("Plaintiff") now seeks an
3 order granting final approval of the Class Action and PAGA Settlement and Class Notice
4 ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
5 of Lucy Nguyen in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA
6 Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action and PAGA Settlement, the supporting declarations and exhibits thereto, all papers filed and
10 proceedings had herein, and the absence of any written objections received regarding the Settlement,
11 and having reviewed the record in this action, and good cause appearing therefore,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Taylor Creative Inc. Will Do Business in California as
17 Taylor CreativeGroup ("TCG") and Taylor Creative, Inc. ("Defendants," and together with Plaintiff,
18 the "Parties").

19 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
22 Agreement, attached to the Declaration of Lucy Nguyen in Support of Plaintiff's Motion for Final
23 Approval of Class Action Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
26 enhancement as set forth below.

27 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
28 Participating Class Members will waive and release the Released Parties from any and all claims,

1 rights, demands, liabilities, and causes of action alleged or which could have reasonably been
2 alleged based on the Class Period facts alleged in the operative complaint. The Released Class
3 Claims are those that accrued during the Settlement Class Period (collectively the “Released Class
4 Claims”).

5 6. Class Period means the period from November 29, 2019, through October 2, 2025.

6 7. Upon Defendant fully funding the Settlement as described in this Agreement the
7 claims released by Aggrieved Employees, including Non-Participating Class Members who are
8 Aggrieved Employees, and the State of California are all claims for PAGA civil penalties that are
9 alleged or reasonably could have been alleged based on the facts alleged in the PAGA Notice
10 and/or the operative complaint in the PAGA Action. The Released PAGA Claims are those that
11 accrued during the PAGA Period (collectively the “Released PAGA Claims”).

12 8. PAGA Period means the period from March 30, 2023, through October 2, 2025.

13 9. Upon final approval of the Settlement by the Court, Participating Class Members will
14 release the aforementioned claims against all Released Parties.

15 10. The Parties shall bear their own respective attorneys’ fees and costs, except as
16 otherwise provided for in the Settlement and approved by the Court.

17 11. Solely for purposes of effectuating the Settlement, the Court hereby finally certifies
18 the following Class – all current and former employees of Defendant, either directly or through any
19 predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization,
20 who worked for Defendant in a non-exempt position in California at any time during the Class
21 Period and who do not timely and validly exclude themselves from the Class in compliance with
22 the exclusion procedures set forth in this Settlement.

23 12. No Class Member has objected to the terms of the Settlement.

24 13. No Class Member has requested exclusion from the Settlement.

25 14. The Notice provided to the Class conforms with the requirements of California Rules
26 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
27 by providing individual notice to all Class Members who could be identified through reasonable
28

1 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
2 therein to the Class Members. The Notice fully satisfies the requirements of due process.

3 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
4 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
5 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
6 Payments to the Participating Class Members in accordance with the terms of the Settlement.
7 Defendant shall pay a total of \$250,000.00 (which includes a \$50,000.00 credit for 19 Class Member
8 releases obtained by Defendant following the filing of this action) to resolve this litigation and to
9 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
10 payments.

11 16. From the Gross Settlement Amount, \$2,000.00 shall be paid to Plaintiff Dwane Taylor
12 for his services as class representative and for his agreement to release claims.

13 17. From the Gross Settlement Amount, \$6,500.00 shall be paid to the Settlement
14 Administrator, ILYM Group, Inc.

15 18. The Court hereby confirms Thiago Coelho, Chumahan Bowen, Jennifer Leinbach and
16 Alan Wilcox, Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel.

17 19. From the Gross Settlement Amount, Class Counsel is awarded \$83,333.33 for their
18 reasonable attorneys' fees and \$19,325.98 for their reasonable costs incurred in the action. The fees
19 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the
20 fees are reasonable in light of the benefit provided to the Class.

21 20. Without affecting the finality of this Order in any way, this Court retains continuing
22 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
23 to all Parties to this action, and their counsel of record.

24 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted,
25 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

26 22. _____
27 _____
28 _____.

1
2 **IT IS SO ORDERED.**

3
4 DATE:

5 _____
6 Hon. Jill H. Talley
7 Sacramento County Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28