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FILED
Superior Court of California
County of Los Angeles

05/15/2025

David W. Staylor, Executive Officer / Clerk of Court

By: M. Carino Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF LOS ANGELES

12 ROMONICA TAYLOR, on a representative
13 basis on behalf of the State of California for all
14 aggrieved employees, including herself and other
15 aggrieved employees,

16 Plaintiff,

17 v.

18 STORER TRANSPORTATION SERVICE, a
19 California corporation; and DOES 1 through 100,

20 Defendants
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Case No. 24STCV07865
[Assigned to the Hon. Gary D. Roberts,
Dept. 73]

**~~[PROPOSED]~~ ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

Date: May 6, 2025
Time: 8:30 a.m.
Dept.: 73
Reservation Id: 185747777173

Action Filed: March 28, 2024
Trial Date: January 20, 2026

1 This Court, having considered the Motion of plaintiff Romonica Taylor (“Plaintiff”) for
2 Approval of Representative Action Settlement (“Motion”), the Declarations of Daniel J. Brown,
3 Ethan C. Surls, Plaintiff, and the PAGA Settlement Agreement (“Settlement,” “Agreement” or
4 “Settlement Agreement”), the PAGA Payment Letter and good cause appearing therefore, the Court
5 hereby **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns plaintiff Romonica Taylor’s lawsuit alleging wage and hour
9 violations against Storer Transportation Service (“Storer” or “Defendant”), captioned *Romonica*
10 *Taylor v. Storer Transportation Service*, Case No. 24STCV07865, initiated on March 28, 2024,
11 and pending in the Superior Court of the State of California, County of Los Angeles (the “Action”).
12 Hereinafter, Plaintiff and Defendant will be collectively referred to as “the Parties.”

13 3. The Settlement resolves the representative action brought on behalf of Aggrieved
14 Employees defined as follows: all persons currently or formerly employed by Storer, as non-exempt,
15 hourly-paid employees, during the period from January 22, 2023 through April 27, 2025 (“PAGA
16 Period”) in the State of California.

17 4. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
18 worked for Storer and recorded work time on at least one day during the PAGA Period.

19 5. The Settlement is based on the Parties’ understanding that there were approximately
20 9,000 Pay Periods worked by Aggrieved Employees during the PAGA Period. In the event the
21 actual number of Pay Periods worked during the PAGA Period was more than 10% (900) greater
22 than 9,000 (i.e., if there were more than 9,900 Pay Periods worked during the PAGA Period), either
23 (1) the Gross Settlement Amount would be increased by the same percentage above 10% that the
24 actual number of Pay Periods exceeds 9,000 (i.e., if the actual number of Pay Periods was 12%
25 higher than 9,000, then the Gross Settlement Amount would be increased by 2%); or (2) at
26 Defendant’s option, the PAGA Period and the PAGA release would end as of the date the actual
27 number of Pay Periods exceeds 9,000 by 10%.

1 6. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
2 Action is fair, adequate and reasonable, and that it furthers PAGA’s objectives.

3 7. The Court appoints plaintiff Romonica Taylor (“Plaintiff”) as PAGA Representative
4 for Settlement purposes only.

5 8. The Court appoints Daniel J. Brown and Ethan C. Surls of Stansbury Brown Law,
6 PC as PAGA Counsel for the Aggrieved Employees for Settlement purposes only.

7 9. The Court appoints Apex Class Action Administration as the Settlement
8 Administrator.

9 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
10 Exhibit “2” to the Declaration of Ethan C. Surls.

11 11. The Court approves the Gross Settlement Amount of \$145,000.00, as the same may
12 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

13 a. Thirty-five percent (35%) thereof shall be allocated as reasonable attorneys’ fees
14 for PAGA Counsel which, unless escalated pursuant to the Settlement
15 Agreement, shall amount to \$50,750.00.

16 b. The sum of \$13,970.11 shall be allocated as reasonable litigation costs and paid
17 to PAGA Counsel.

18 c. The sum of \$1,000.00 shall be paid to Plaintiff as PAGA Representative Service
19 Payment for serving as PAGA Representative in the Action and providing a
20 broader release to Defendant.

21 d. The sum of \$4,500.00 shall be paid to the Settlement Administrator, Apex Class
22 Action Administration, for its services in administering the Settlement.

23 e. After deducting the above amounts, the Court approves the estimated remaining
24 PAGA Penalties of \$74,779.89 (as the same may be escalated pursuant to the
25 Settlement Agreement) and orders 75% (or \$56,084.92, as the same may be
26 escalated pursuant to the Settlement Agreement) of that sum to be paid to the
27 California Labor and Workforce Development Agency (“LWDA”) and 25% (or
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1 \$18,694.97, as the same may be escalated pursuant to the Settlement Agreement)
2 to be paid to the Aggrieved Employees pursuant to Labor Code § 2699(i).

3 12. The Court directs Defendant, within 15 days of the Effective Date, to deliver the
4 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet.
5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Storer
6 Transportation Services’ possession including the Aggrieved Employee’s name, last-known
7 mailing address, Social Security number, and number of PAGA Pay Periods. To protect Aggrieved
8 Employee’s privacy rights, the Administrator must maintain the Aggrieved Employee Data in
9 confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other
10 purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need
11 access to the Aggrieved Employee Data to effect and perform under the Agreement.

12 13. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds
13 to the Administrator no later than 14 calendar days after the Effective Date.

14 14. Within 14 days after Defendant fund the Gross Settlement Amount, the
15 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
16 PAGA Representative Service Payment, Administration Expenses Payment, PAGA Counsel Fees
17 Payment and PAGA Counsel Litigation Expenses Payment.

18 15. On the date of Individual PAGA Payments, the Settlement Administrator will issue
19 each Aggrieved Employee one check for his or her share of the Net Settlement Amount along with
20 an explanatory notice mutually approved by the parties (the “PAGA Payment Letter”).

21 16. Because this is a PAGA action, based on the Parties’ understanding of the PAGA
22 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself
23 from the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees
24 will be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether
25 he or she negotiates his or her settlement check.

26 17. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid
27 to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved
28 Employees.

1 18. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
2 and cancelled after the void date (180 days after the date of mailing), the Administrator shall
3 transmit the funds represented by such checks to the California Controller's Unclaimed Property
4 Fund in the name of the Aggrieved Employee.

5 19. The Court finds the Gross Settlement Amount, the PAGA Penalties and the
6 methodology used to calculate and pay the Aggrieved Employees' payments fair and reasonable
7 and authorizes the Settlement Administrator to pay the Aggrieved Employees' payments to the
8 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also
9 authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

10 20. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
11 thirty-five (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the
12 Settlement Agreement, amounts to \$50,750.00, reasonable. The Court awards PAGA Counsel fees
13 in the amount of thirty-five percent (35%) of the Gross Settlement Amount to be paid from the
14 Gross Settlement Amount.

15 21. The Court finds that PAGA Counsel have incurred a total \$13,970.11 in litigation
16 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Action.
17 The Court awards \$13,970.11 from the Gross Settlement Amount to be paid to PAGA Counsel in
18 litigation costs and expenses.

19 22. Effective on the date when Defendant fully fund the entire Gross Settlement Amount,
20 Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that
23 arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably
24 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice
25 for PAGA civil penalties, including, but not limited to, pursuant to Labor Code sections 201-204,
26 226.2, 226.7, 245.5, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
27 2804, 2810.5, and 2698 *et seq.*, among others.

1 23. The “Released Parties” means Defendant and each of its former and present
2 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
3 assigns, subsidiaries, and affiliates.

4 24. The Parties are ordered to carry out the Settlement according to the terms of the
5 Settlement Agreement.

6 25. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
7 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
8 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
9 are permitted by law.

10 **IT IS SO ORDERED.**

11 Gary D. Roberts
12 Dated: _____, 2025



Judge Gary D. Roberts