

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Scarlet Tunney (SBN 359178)
LAWYERS for JUSTICE, PC
450 N Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – COMPTON COURTHOUSE**

SHAWN TAPLIN, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CALIFORNIA SIERRA EXPRESS, INC., a
Nevada corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24CMCV00997

Honorable Elizabeth L. Bradley
Department A

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND RELEASE AND AWARD
OF ATTORNEYS' FEES AND COSTS,
INDIVIDUAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: 875883427163
Date: April 28, 2026
Time: 8:30 a.m.
Department: A

Complaint Filed: June 28, 2024
Trial Date: None Set

1 This matter has come before the Honorable Elizabeth L. Bradley in Department A of the Superior
2 Court of the State of California, for the County of Los Angeles – Compton Courthouse, on April 28, 2026,
3 at 8:30 a.m., on Plaintiff Shawn Taplin’s (“Plaintiff”) Motion for Approval of Private Attorneys General
4 Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Release and Award of Attorneys’ Fees
5 and Costs, Individual Release Fee, and Settlement Administration Costs (“Motion for Approval of
6 Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff and Holland & Hart LLP appeared for
7 Defendant California Sierra Express, Inc. (“Defendant”).

8 On or around October 16, 2025, Plaintiff and Defendant (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Vartan Madoyan and Plaintiff Shawn Taplin, and (3) the Settlement
13 Agreement, as well as the record in this action.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice
22 was submitted to the LWDA before June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
25 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who were employed by
6 Defendant in the State of California during the PAGA Period. (“Aggrieved Employees”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$125,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers for Justice, PC (“Plaintiff’s Counsel”), Individual Release Fee to Plaintiff, and Settlement
14 Administration Costs to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of 35% of the Total Settlement Amount (i.e. \$43,750.00)
23 to Plaintiff’s Counsel for attorneys’ fees. This amount shall be paid from the Total Settlement Amount
24 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$8,583.14 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

///

12. The Court approves payment in the amount of \$15,000.00 to Plaintiff Shawn Taplin for his Individual Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment to ILYM Group, Inc. of its actual costs up to the amount of \$7,000.00 to ILYM Group, Inc. for the Settlement Administration Costs. The actual estimated costs for settlement administration based on the Declaration of Lisa Mullins is \$3,850.00. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share(s)”).

16. No later than thirty (30) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than thirty (30) calendar days of the date of this Order and Judgment, Defendant shall transmit \$125,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the Individual Release Fee to Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless

1 instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement
2 Agreement.

3 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
4 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with
5 such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
6 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
7 is cancelled.

8 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
9 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
10 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
11 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
12 forever discharged the Released Parties, to the full extent permitted by law, of and from the Action and
13 from the Released Claims.

14 21. "Released Parties" means Defendant and any of its former and/or current parents,
15 subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the PAGA
16 Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level
17 employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal
18 representatives.

19 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
20 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
21 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but
22 not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
23 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
24 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to
25 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
26 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
27 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
28

1 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*
2 Wage Orders 4-2001 and 9-2001.

3 23. “PAGA Period” means either: the period between October 9, 2023 (for PAGA Members
4 who released PAGA claims through October 8, 2023 in *Baquiring v. California Sierra Express, Inc.*
5 [Alameda County Superior Court Case No. RG21106254] (the “*Baquiring* Action”)), or April 23, 2023
6 (for PAGA Members whose PAGA claims were not released in the *Baquiring* Action), through the earlier
7 of the following two dates: the date the Court signs the Order approving the Settlement, or the Alternate
8 End Date.

9 24. No individualized notice of this Order and Judgment is required to be provided to the
10 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
11 system established for the filing of notices and documents, in conformity with California Labor Code §
12 2699(l)(3).

13
14
15 Date: _____

16 Honorable Elizabeth L. Bradley
17 Judge of the Superior Court
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: **<<First Name>><<Last Name>>**
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Shawn Taplin v. California Sierra Express, Inc.*, Los Angeles Superior Court Case No. 24CMCV00997

Dear **<<First Name>><<Last Name>>**:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement reached in the lawsuit entitled *Shawn Taplin v. California Sierra Express, Inc.*, Los Angeles County Superior Court Case No. 24CMCV00997 ("Action").

The lawsuit was filed on June 28, 2024 by Shawn Taplin ("Plaintiff"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 23, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA.

Defendant California Sierra Express, Inc. ("CSE") denies all of Plaintiffs allegations and denies any wrongdoing of any kind associated with Plaintiffs allegations. Additionally, the Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or CSE. Instead, Plaintiff and CSE have agreed to resolve the lawsuit with no decision or admission of who is right or wrong.

On **<< Date>>**, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period of either (1) October 9, 2023 for PAGA Members who released PAGA claims through October 8, 2023 in *Baquiring v. California Sierra Express, Inc.* (Alameda County Superior Court Case No. RG21106254 (the "*Baquiring* Action"), or (2) April 23, 2023 for PAGA Members whose PAGA claims were not released in the *Baquiring* Action through **<<the earlier of (a) the date the Court signs the order approving the Settlement, or (b) the Alternate End Date>>** ("Aggrieved Employees"). The period of either (1) October 9, 2023 for PAGA Members who released PAGA claims through October 8, 2023 in the *Baquiring* Action, or (2) April 23, 2023 for PAGA Members whose PAGA claims were not released in the *Baquiring* Action through **<<the earlier of (a) the date the Court signs the order approving the Settlement, or (b) the Alternate End Date>>** is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of **<<the earlier of (a) the date the Court signs the order approving the Settlement, or (b) the Alternate End Date>>**, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ILYM Group, Inc. at **[toll-free phone number]**.