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5 Attorneys for Plaintiffs,
LARRY TAYLOR, on behalf of himself and all others
6 similarly situated

7 [Additional Counsel listed on Next Page]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 LARRY TAYLOR and MIGUEL MONTOYA,
on behalf of themselves and all others similarly
12 situated,

13 Plaintiffs,

14 v.

15 TRANSFORM PARTNERS LLC, a California
limited liability company; and DOES 1 through
16 100, Inclusive

17 Defendants.

CASE NO.: 37-2022-00008829-CU-OE-CTL
[Consolidated with Case No. 37-2022-
00044624-CU-OE-CTL]

[Assigned for all purposes to the Hon. Michael
T. Smyth – Dept. “C-67”]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS’
FEES AND COSTS, AND
ENHANCEMENT AWARD**

DATE: June 28, 2024
TIME: 9:00 a.m.
DEPT.: C-67

21 This matter having come before the Court for final fairness hearing pursuant to the Order
22 of this Court upon the terms set forth in the Joint Stipulation for Class Action Settlement
23 (“Settlement Agreement”) submitted in support of Motion for Final Approval of Class Settlement;
24 and due and adequate notice having been given to the Class Members as required in Preliminary
25 Approval Order and the Court having considered all papers filed and proceedings had herein and
26 otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED,**
27 **ADJUDGED AND DECREED THAT:**

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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

05/30/2024 at 01:12:30 PM

Clerk of the Superior Court
By Carla Boston, Deputy Clerk

FILED
San Diego Superior Court

JUN 28 2024

Clerk of the Superior Court
By: H. Chavarin, Deputy

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9 Attorneys for Plaintiff,
MIGUEL MONTOYA, on behalf of himself
10 And all others similarly situated
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1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

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7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

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10 4. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to
11 the Class Members and PAGA Group Members as set forth in the Settlement Agreement and the
12 other matters set forth herein have been completed in conformity with the Preliminary Approval
13 Order, including individual notice to all Class Members and PAGA Group Members who could be
14 identified through reasonable effort, and was the best notice practicable under the circumstances.
15 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
16 therein, including the proposed class settlement set forth in the Settlement Agreement, to all
17 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due
18 process.

19
20 5. No Class Member opted-out of the settlement. No Class Member objected to
21 the settlement.

22
23 6. The Court further finds that the settlement is fair, reasonable and adequate and
24 that plaintiffs have satisfied the standards and applicable requirements for final approval of class
25 action settlement under California law, including the provisions of California Code of Civil
26 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
27 courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

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1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable and directs
3 the parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the parties have conducted extensive and costly investigation and research
6 and counsel for the parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the class is properly certified as a class for settlement purposes only.
11

12 8. For settlement purposes only, the Court certifies the following class: All current and
13 former hourly non-exempt employees of Defendant within California at any time during the period
14 of March 8, 2018 through April 30, 2023.
15

16 9. For settlement purposes only, the PAGA Group Members are defined as: All current
17 and former hourly non-exempt employees of Defendant within California at any time during the
18 period of March 8, 2021 through April 30, 2023.
19

20 10. Class Members, except those that have submitted a valid and timely request to be
21 excluded from the Settlement Agreement, release Defendant, Randstad, CGS and Defendant's
22 former and present parents, subsidiaries and affiliated companies and entities, franchisors and
23 franchisees, and its current, former, and future owners, officers, shareholders, directors, members,
24 managers, operators, employees, consultants, vendors, partners, principals, affiliates, subsidiaries,
25 parents, shareholders, attorneys, insurers, reinsurers, accountants, payroll providers, joint venturers
26 and agents, and any heirs, successors, predecessors, assigns, or legal representatives ("Released
27 Parties") from all California wage and hour claims, penalties, interest, and causes of action, arising
28 from or related to the claims pled in Plaintiffs' operative complaints in the Action (collectively the

1 "Complaints") or that could have been pled in the Complaints based on the factual allegations pled
2 in the Complaints, including all claims for allegedly unpaid minimum and overtime wages, failure
3 to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage
4 statements, failure to reimburse business expenses; violation of Labor Code Section 227.3, failure
5 to pay all wages owed upon termination under the California Labor Code, or applicable wage
6 order(s), unfair competition claims under California Business & Professions Code §17200, et seq.
7 based on the labor code violations alleged, and any penalties, restitution, disgorgement, interest or
8 attorneys' fees that occurred during the Class Period ("Released Claims").

9
10 11. PAGA Group Members release any and all claims for civil penalties under PAGA
11 based on the labor code violations alleged in the operative Complaint and Plaintiffs' notice sent to
12 the LWDA, including attorneys' fees and costs related thereto, regardless of whether PAGA Group
13 Members opt out from the Settlement Agreement ("Released PAGA Claims").

14 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
15 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
16 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
17 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
18 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
19 interpret, or enforce its terms.

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1 13. The Settlement Agreement provides for the "Gross Settlement Amount" in the
2 amount of \$980,000. From the Gross Settlement Amount individual settlement payments to Class
3 Members, Court approved attorneys' fees and costs, the settlement administrative costs, the class
4 representatives' enhancement fee, and payment to the LWDA for PAGA penalties in the amount
5 of \$22,500 shall be deducted. Defendant shall pay the employer's share of payroll taxes in
6 addition to the Gross Settlement Amount. The payment of the settlement funds by Defendants and
7 payment of individual settlement checks to Class Members and PAGA Group Members will be
8 made as set forth in the Settlement Agreement.

9
10 14. The Court hereby awards Class Counsel attorneys' fees in the total amount of
11 \$326,666.66 which is approximately one-third of the Gross Settlement Amount and to be deducted
12 therefrom and distributed as follows: \$245,000 to The Nourmand Law Firm, APC; \$40,833.33 to
13 Zakay Law Group, APLC; and \$40,833.33 to JCL Law Firm, APC. In addition, the Court awards
14 Class Counsel reimbursement of their costs of \$18,498.09 to be deducted from the Gross
15 Settlement Amount and distributed as follows: \$15,721.30 to The Nourmand Law Firm, APC;
16 \$2,011.40 to Zakay Law Group, APLC; and \$765.39 to JCL Law Firm, APC. Attorneys' fees and
17 costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth
18 in the Settlement Agreement.

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20 15. The Court hereby approves an enhancement fee of \$10,000 to Larry Taylor and
21 \$10,000 to Miguel Montoya for a total enhancement award of \$20,000. Payment for the
22 enhancement fee will be paid by the Settlement Administrator from the Gross Settlement Amount
23 as set forth in the Settlement Agreement.

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25 16. The Court hereby approves the Settlement Administrator's fees and cost in the
26 amount of \$9,000. The Settlement Administrator, Simpluris, Inc., shall be paid the cost of
27 administration of the settlement from the Gross Settlement Amount.

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1 17. Except as expressly provided herein, the parties each shall bear all of their own
2 fees and costs in connection with this matter.

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4 18. The Court the named plaintiffs, Larry Taylor and Miguel Montoya as class
5 representative.

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7 19. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of
8 The Nourmand Law Firm, APC; Jean-Claude Lapuyade, Esq. and Sydney Castillo-Johnson, Esq.
9 of JCL Law Firm, APC; and Shani O. Zakay, Esq. and Jackland H. Hom, Esq. of Zakay Law
10 Group, APLC as class counsel.

11
12 20. The Court approves Simpluris, Inc. as the Settlement Administrator.

13
14 21. Upon completion of administration of the settlement, the Settlement
15 Administrator shall execute a declaration with a final reporting with respect to the final distribution
16 and payment of the individual settlement payments to participating Class Members and PAGA
17 Group Members. The declaration regarding distribution from the Settlement Administrator must be
18 filed with the Court by or before 10/27, 2025. A Status Conference regarding the status of the
19 declaration from the Settlement Administrator is set for N/A at 8:30 a.m., in Department
20 C-67 of the above-entitled Court.

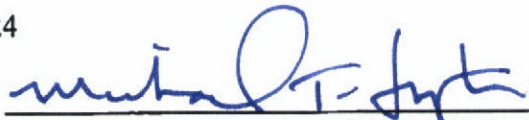
21
22 22. The Court finds that class settlement on the terms set forth in the Settlement
23 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
24 the released claims against Defendant.

25
26 23. The Court finds the class and PAGA settlement on the terms set forth in the
27 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
28 compromise of the released claims against Defendant. Without affecting the finality of the

1 Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation,
2 implementation and enforcement of the settlement and all orders and judgments entered in
3 connection therewith.
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5 **IT IS SO ORDERED.**
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7 DATED: June 28, 2024
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HONORABLE MICHAEL T. SMYTH
SAN DIEGO COUNTY SUPERIOR COURT