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23 Attorneys for Plaintiff TYRA TOLER

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **IN AND FOR THE COUNTY OF LOS ANGELES**

26 TYRA TOLER, an individual, on behalf of
 27 herself and on behalf of all persons similarly
 28 situated,

Plaintiff,

vs.

29 TOTAL TESTING SOLUTIONS, LLC, a
 30 California limited liability company; and
 31 DOES 1 through 50, inclusive;

Defendants.

Case No. 21STCV38452

[PROPOSED] AMENDED JUDGMENT

Date: July 19, 2023
 Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle
 Dept.: 6

FILED
 Superior Court of California
 County of Los Angeles
06/18/2024
 David W. Slayton, Executive Officer / Clerk of Court
 By: M. Fregoso Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees, Litigation Expenses Payment and
3 Class Representative Service Payment duly came on for hearing on July 19, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as all individuals who were paid on an hourly basis by Defendant
10 and performed work in California during the Class Period. The Class Period is defined as the
11 period from October 19, 2017, to June 7, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 314 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
20 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
26 Member who has not validly opted out, has released the "Released Class Claims" against the
27 Defendant and all of the "Released Parties" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The Released Class Claims are defined as all class claims alleged in the
2 operative complaint which occurred during the Class Period including causes of action for: (1)
3 Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 et seq.; (2) Failure
4 to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 & 1197.1; (3)
5 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (4)
6 Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5)
7 Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802;
8 (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226
9 and 226.2; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202
10 and 203; and (8) Unfair Competition in Violation of California Business and Professions Code §§
11 17200 arising from the violations alleged in (1) through (7), and expressly excluding all other
12 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers' compensation, and class claims outside of the Class Period.
14 This release includes, but is not limited to a release for California Labor Code sections 201-204,
15 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 1174, 1174.5, 1194, 1197, 1198,
16 2802.

17 (b) The "Released Parties" means Defendant, the Defendant's current and
18 former agents, officers, exempt employees, directors, owners, subsidiaries, affiliates, parent
19 companies, insurers, attorneys, shareholders, investors, related management companies, and other
20 related party.

21 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
22 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
23 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
24 the "PAGA Period" as set forth in the Agreement.

25 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
26 below:

27 (a) The Aggrieved Employees are defined as all non-exempt employees who
28 are or previously were employed by Defendant in California during the PAGA Period.

1 (b) The Released PAGA Claims are defined as all PAGA claims alleged in the
2 operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
3 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
4 termination, unemployment insurance, disability, social security, workers' compensation, and
5 PAGA claims outside of the PAGA Period. This release includes, but is not limited to a release for
6 PAGA penalties arising from violations alleged under California Labor Code sections 201-204,
7 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 1174, 1174.5, 1194, 1197, 1198,
8 2802. The PAGA Period means the period of August 12, 2020, to June 7, 2022.

9 9. This Court hereby grants final approval and awards the following: (i) \$63,117.60
10 for the Class Counsel Fee and Litigation Expenses Payment comprised of one-third of the Gross
11 Settlement Amount, or Fifty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-
12 Three Cents (\$53,333.33) and costs and expenses in the amount of Nine Thousand, Seven
13 Hundred Eighty Four Dollars and Twenty-Seven Cents (\$9,784.27); (ii) the Class Representative
14 Service Payment to Class Representative, Tyra Toler, of Five Thousand Dollars and Zero Cents
15 (\$5,000.00); (iii) Administrator Expenses Payment of Ten Thousand Dollars and Zero Cents
16 (\$10,000.00) to ILYM Group, Inc.; and (iv) Three Thousand, Seven Hundred Fifty Dollars and
17 Zero Cents (\$3,750.00) (75% of the PAGA Penalties) to the Labor and Workforce Development
18 Agency ("LWDA PAGA Payment").

19 10. Pursuant to the Supplemental Declaration of Nicole Bench of ILYM Group,
20 Inc., a total of \$10,463.62 remains uncashed after the April 1, 2024 check cashing deadline
21 date. On May 1, 2024, in accordance with the terms of the Parties' Settlement Agreement,
22 the necessary paperwork to report the unclaimed funds was sent to the California State
23 Controller's Office - Unclaimed Property Fund. In this submission, ILYM Group provided
24 the name, contact information, social security number, and unclaimed amount for each
25 individual. ILYM Group will continue to hold these unclaimed funds until the State
26 Controller's Office of Unclaimed Property directs ILYM Group to transmit the funds
27 subsequent to the following process: the State Controller's Office will then use the
28 information provided in the aforementioned paperwork to contact the individuals to notify

1 them that they have unclaimed funds and how to obtain them. It typically takes around (1)
2 year from the date of the submission of the paperwork before the State Controller directs
3 ILYM Group to transmit funds. At that time, ILYM Group will transmit the unclaimed
4 monies to the State Controller's Office of Unclaimed Property in the Participating Class
5 Members and Aggrieved Employees' name. ILYM Group estimates that all unclaimed funds
6 from this Settlement will be distributed to the State's Unclaimed Property Division in
7 approximately May 2025.

8 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
9 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
10 California Labor Code section 2699(1)(3).

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13 DATED: 06/18/2024
14 _____



Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge, Superior Court for the State of California,
County of Los Angeles