

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff ALAN CARRILLO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

ALAN CARRILLO RODRIGUEZ, an individual, on behalf of themselves, and on behalf of all persons similarly situated,

Plaintiff,

v.

TITAN WORKFORCE, a California Corporation; and DOES 1-50, Inclusive;

Defendants.

Case No.: STK-CV-UOE-2022-0003036
[PROPOSED] ORDER GRANTING FINAL APPROVAL

Date: March 28, 2024
Time: 9:00 a.m.

Judge: Hon. Barbara A. Kronlund
Dept.: 10D

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Award duly came on for hearing on March 28, 2024, before the above-entitled Court. Zakay Law
4 Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff ALAN CARRILLO
5 RODRIGUEZ ("Plaintiff"). Castle Law Employment, PC appeared on behalf of Defendant TITAN
6 WORKFORCE, a California Corporation (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Joaquin ("Court"), Case No. STK-CV-UOE-
15 2022-0003036, entitled *Carrillo v. Titan Workforce*, and over all Parties to this litigation, including
16 the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 6, 2023, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on January 3, 2024.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was February 20, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Total Settlement Amount of \$650,000.00. The
7 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
8 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion was received.

18 e. The participation rate is high. 100% of Class Members will be
19 participating in the Settlement and will be sent settlement payments.

20 7. The consideration to be given to the Class Members under the terms of the
21 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
22 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Class
23 Released Claims and PAGA Released Claims, given the uncertainties and risks of the litigation and
24 the delays which would ensue from continued prosecution of the Action.

25 8. The Agreement is finally approved as fair, adequate, and reasonable and in
26 the best interests of the Settlement Class Members.

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1 **PAGA Penalty Amount**

2 9. The Agreement provides for a payment of PAGA Penalty Amount in the
3 amount of \$30,000.00. The Court has reviewed the PAGA Penalty Amount and finds and determines
4 that the PAGA Penalty Amount and the allocation of \$22,500.00 to LWDA and \$7,500.00 to
5 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. The Agreement provides for a payment for Class Counsel Award in the
9 amount of up to Two Hundred Thirty-Six Thousand, Eight Hundred Four Dollars and Thirty-Six
10 Cents (\$236,804.36). Subject to Court approval, the Class Counsel Award consists of attorneys'
11 fees equal to one-third (1/3) of the Total Settlement Amount, or Two Hundred Sixteen Thousand,
12 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$216,666.66) and reimbursement of litigation
13 expenses in the amount of Twenty Thousand, One Hundred Thirty-Seven Dollars and Seventy Cents
14 (\$20,137.70).

15 11. A Class Counsel Award of Two Hundred Thirty-Six Thousand, Eight
16 Hundred Four Dollars and Thirty-Six Cents (\$236,804.36) comprised of attorneys' fees in the
17 amount of Two Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
18 (\$216,666.66) and reimbursement of litigation expenses in the amount of Twenty Thousand, One
19 Hundred Thirty-Seven Dollars and Seventy Cents (\$20,137.70) is reasonable in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,
22 which is reasonable, and is supported by Class Counsel's lodestar.

23 **Class Representative Service Award**

24 12. The Agreement provides for a Class Representative Service Award of up to
25 Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
26 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in
27 light of the risks and burdens undertaken by Plaintiff in this class action litigation.

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1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$12,000.00. The Declaration of the Settlement Administrator provides that
4 the actual claims Settlement Administration Costs were \$12,000.00. The amount of this payment is
5 reasonable in light of the work performed by the Settlement Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All current and former hourly-paid or nonexempt employees employed by Defendant
12 in California during the Class Period [April 26, 2018, through May 10, 2023].

13 2. There are 952 members of the Class. Every person in the Class who did not
14 opt out is a Participating Class Member. After providing Notice to the Class, there are zero (0) opt-
15 outs to the Settlement.

16 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
17 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
18 this Order and the terms of the Agreement.

19 4. Defendant shall fund the Total Settlement Amount on the Funding Date. In
20 exchange the Settlement Class Members shall release the “Released Parties” from the “Class
21 Released Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the
22 “PAGA Released Claims.”

23 a. The “Released Parties” means Defendant Titan Workforce, a
24 California Corporation, and any of their former and present parents, subsidiaries, affiliates,
25 divisions, corporations in common control, predecessors, successors, and assigns, as well as all past
26 and present officers, directors, employees, partners, members, managers, indemnitees, shareholders,
27 agents, attorneys, insurers, clients of Defendant, joint employers, entities with whom Defendant
28 contracted to provide construction staff, construction site employers of the Class Members and

1 Aggrieved Employees, any other successors, assigns, or legal representatives, and all persons acting
2 by or through or in concert with any of them, and each of them, including any person or entity which
3 Class Members and Aggrieved Employees might seek to hold liable as joint employers for the claims
4 asserted or that could have been asserted in the Action. The Parties agree that the release provided
5 under this Agreement is intended to fully and completely resolve all claims or potential claims for
6 which the Class Representative, Class Members, and Aggrieved Employees have or could have
7 against any person or entity relating to work performed as an employee of Defendant and that
8 specifically listing every entity by name would be unduly lengthy and burdensome. Accordingly,
9 the Parties agree that the Class Members and Aggrieved Employees are expressly releasing any
10 person or entity described in this definition, even if the entity is not specifically named.

11 b. The “Class Released Claims” are defined as all claims, rights,
12 demands, liabilities, and causes of action under state, federal, or local law, including those under the
13 Labor Code, Wage Orders, regulations, and/or other provisions of law, whether known or unknown,
14 arising out of the claims expressly pleaded in the Action, or that could reasonably have been pled in
15 the Action, based on the factual allegations contained in the operative complaints and PAGA letters
16 and any amendments thereto, or facts that were ascertained during the pendency of the Action,
17 including, without limitation, the following categories: (1) failure to pay overtime wages; (2) failure
18 to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum
19 wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during
20 employment; (7) failure to provide compliant wage statements; (8) failure to reimburse necessary
21 business expenses; (9) failure to keep accurate records; and (10) violation of California’s unfair
22 competition law arising from the violations of the California Labor Code outlined above. The Class
23 Released Claims expressly exclude any and all claims for civil penalties arising under the Labor
24 Code Private Attorneys General Act, which are separately released.

25 c. The “Aggrieved Employees” are defined as all current and former
26 hourly-paid or non-exempt employees employed by Defendant in California during the PAGA
27 Period [February 10, 2021, through May 10, 2023].

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1 d. The “PAGA Released Claims” are defined as all PAGA claims
2 alleged in the operative Complaint and Plaintiff’s PAGA notice to the LWDA which occurred
3 during the PAGA Period, or that reasonably could have been alleged in the operative Complaint and
4 Plaintiff’s PAGA notice to the LWDA, and expressly excludes all other claims, including claims
5 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
6 workers’ compensation, and PAGA claims outside of the PAGA Period.

7 5. Class Counsel are awarded a Class Counsel Award in the amount of Two
8 Hundred Thirty-Six Thousand, Eight Hundred Four Dollars and Thirty-Six Cents (\$236,804.36),
9 comprised of one-third of the Total Settlement Amount, or Two Hundred Sixteen Thousand, Six
10 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$216,666.66) and litigation expenses in the amount
11 of Twenty Thousand, One Hundred Thirty-Seven Dollars and Seventy Cents (\$20,137.70). Class
12 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
13 Plaintiff, or members of the Class.

14 6. The payment of the Class Representative Service Award to the Plaintiff in
15 the amount of \$10,000.00 is approved.

16 7. The payment of \$12,000.00 to the Settlement Administrator for Settlement
17 Administration Costs is approved.

18 8. The PAGA Penalty Amount of \$30,000.00 is hereby approved as fair,
19 reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further,
20 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Penalty Amount at arms-
21 length, absent of any fraud or collusion.

22 9. Final Judgment is hereby entered in this action. The Final Judgment shall
23 bind each Participating Class Member.

24 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
25 California and all Aggrieved Employees, pursuant to the California Private Attorneys’ General Act
26 (“PAGA”).

27 11. The Court further finds and determines that Class Counsel satisfied California
28 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising

1 under the Private Attorney General Act (“PAGA”) on September 18, 2023, and again on March 5,
2 2024.

3 12. The Court orders Class Counsel to comply with California Labor Code §
4 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
5 entry of this Order.

6 13. The Agreement is not an admission by Defendant, nor is this Final Approval
7 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
8 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
9 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
10 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
11 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
12 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
13 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
14 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
15 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
16 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
17 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
18 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
19 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
20 or issue preclusion or similar defense as to the claims being released by the Settlement.

21 14. Notice of entry of this Final Approval Order and Judgment shall be given to
22 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
23 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
24 Approval Order and Judgment shall be posted on Administrator’s website as indicated in the Class
25 Notice.

26 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
27 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
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1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3 16. If the Settlement does not become final and effective in accordance with the
4 terms of the Settlement, resulting in the return and/or retention of the Total Settlement Amount to
5 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
6 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

7 **IT IS SO ORDERED.**

8 DATED: _____, 2024
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12 Hon. Barbara A. Kronlund
13 JUDGE OF THE SUPERIOR COURT
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