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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JAZMYN GREEN-DOMINGUEZ,
individually, and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

TLCS, INC., a California corporation; HOPE
COOPERATIVE, an unknown business entity;
and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV002859

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 20, 2025
Time: 9:00 a.m.
Department: 22

Complaint Filed: June 6, 2023
Trial Date: None Set

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1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiff Jazmyn
3 Green-Dominguez’s (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs, and Enhancement Award (“Motion for Final
5 Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Elguindy, Meyer &
6 Koegel appeared on behalf of Defendants TLCS, Inc. and Hope Cooperative (“Defendants”).

7 On January 3, 2025, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
10 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. This Order incorporates by reference the definitions in the Settlement Agreement,
16 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
17 Settlement Agreement.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former non-exempt, hourly-paid employees directly employed by
26 Defendants in California during the period between June 6, 2019 and July 7, 2024.
27 (“Class” or “Class Members”).

28 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the

1 Class Members fully and accurately informed the Class Members of all material elements of the
2 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
3 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
4 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
5 fully with the laws of the State of California, the United States Constitution, due process and other
6 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
7 Class Members with adequate instructions and a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
14 Court has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
17 completed; and the experience and views of Class Counsel. The Court has further considered the
18 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
19 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
20 the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
24 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
25 who have not submitted a valid and timely Request for Exclusion from the Class Settlement
26 (“Settlement Class Members”) are bound by the Class Settlement and by this order and judgment
27 (“Final Approval Order and Judgment”).
28

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$8,650.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$8,650.00, in
5 accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
7 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payment in the amount of \$5,000.00 to Plaintiff Jazmyn Green-Dominguez
9 for her Enhancement Award, according to the terms and methodology set forth in the Settlement
10 Agreement.

11 9. The Court finds that the request for attorneys' fees in the amount of ~~\$182,000.00~~
12 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
13 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
14 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
15 amount of ~~\$182,000.00~~ to Class Counsel for attorneys' fees, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 10. The Court finds that reimbursement of litigation costs and expenses in the amount
18 of \$19,931.11 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Settlement Administrator issue payment in the amount of \$19,931.11 to Class Counsel for
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
21 forth in the Settlement Agreement.

22 11. The Court hereby orders that upon the Effective Date and full funding of the Gross
23 Settlement Amount, and except as to such rights or claims as may be created by
24 this Settlement, Plaintiff and Settlement Class Members will be deemed to have fully, finally, and
25 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
26 Released Class Claims that he or she may have or had, in accordance with the terms set forth in
27 the Settlement Agreement.

1 12. It is hereby ordered that within fifteen (15) calendar days after the Effective Date,
2 the Settlement Administrator will provide the Parties with an accounting estimate of the amounts
3 to be paid by Defendants pursuant to the terms of the Settlement and establish a qualified
4 settlement account for administration of the Settlement.

5 13. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
6 Defendants will make its first of two deposits equaling one half (1/2) of the Maximum Settlement
7 Amount as well as an amount sufficient to pay at least one half (1/2) of the Employer Taxes into
8 the settlement account to be established by the Settlement Administrator.

9 14. It is hereby ordered that within three hundred and sixty-five (365) calendar days
10 after the Effective Date, Defendants will make its second of two deposits equaling one half (1/2)
11 of the Maximum Settlement Amount as well as an amount sufficient to pay at least one half (1/2)
12 of the Employer Taxes into the settlement account to be established by the Settlement
13 Administrator. Defendants shall have a grace period of ten (10) calendar days from each
14 installment due date to fund each installment payment ("Grace Period").

15 15. It is hereby ordered that if Defendants do not timely fund the First Installment
16 and/or Second Installment, including the Grace Period, then statutory interest, in accordance with
17 California state law, will accrue between the date the First Installment and/or Second Installment
18 was due (inclusive of the Grace Period) and the date the payment is made. The statutory interest
19 will become payable for any installment payment paid after the Grace Period and due at the time
20 of the applicable late installment payment. Such interest will be added to the Net Settlement
21 Amount and distributed on a pro rata basis, based on Workweeks, to the Settlement Class
22 Members.

23 16. It is hereby ordered within seven (7) calendar days of the full funding of the
24 Maximum Settlement Amount (i.e., after the Second Installment is funded), the Settlement
25 Administrator will issue payments due under the Settlement and approved by the Court, as follows:
26 (a) Individual Settlement Payments to Settlement Class Members; (b) Enhancement Award to
27 Plaintiff; (c) Attorneys' Fees and Costs to Class Counsel; and (d) Settlement Administration Costs
28 to itself (the Settlement Administrator). The Settlement Administrator will also undertake filings

1 and remittances in connection with the employee's share of taxes on the wages portion of
2 Individual Settlement Shares and the Employer Taxes, that are necessary for administration of the
3 Settlement.

4 17. Any checks issued by the Settlement Administrator to Settlement Class Members
5 will be valid and negotiable for one hundred and eighty (180) calendar days after issuance, and
6 thereafter, the checks will be canceled. The funds remaining and associated with canceled
7 Individual Settlement Payment will be transmitted to the California State Controller's Office for
8 Unclaimed Property in the name of each Class Member who failed to cash their Individual
9 Settlement Payment check prior to the void date, after the Court enters an order approving the
10 Parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with
11 California Code of Civil Procedure Section 384, subd. (b). All Settlement Class Members shall be
12 bound by the terms and conditions of this Settlement Agreement regardless of whether or not they
13 cash or otherwise negotiate their Individual Settlement Payment check.

14 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
15 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
17 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
18 any dispute arising from or in connection with the distribution of settlement benefits.

19 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
20 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement
21 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
22 this Final Approval Order and Judgment. Individualized notice is not required.

23 20. A Final Compliance Hearing is set for September 18, 2026 at 9 a.m. in Department
24 22. Class Counsel shall submit a final accounting report regarding the status of the settlement
25 administration at least ~~five (5)~~ ^{five (5)} court days prior to the Final Compliance Hearing.

26 Dated: 06/27/2025



27 Honorable Lauri A. Damrell
28 Judge of the Superior Court