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11 Attorney for Plaintiff,
12 VERONICA ENRIQUEZ
13 And all putative class members
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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

02/24/2026

STEPHANIE CAMERON, CLERK
Leticia Hernandez-Sandoval, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

VERONICA ENRIQUEZ, an individual, on
behalf of herself and all others similarly situated,

Plaintiff,

vs.

ALL AMERICAN LABOR SERVICE, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: VCU310439 (Lead Case)
Consolidated for all purposes with Case No.:
VCU305475

*Assigned for all purposes to the Honorable
Brett Hillman, dept. 2*

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND FINAL JUDGMENT
THEREON**

1 On February 24, 2026, a hearing was held on Plaintiff VERONICA ENRIQUEZ’S Motion
2 for Final Approval of the Class Action and PAGA Settlement Agreement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Class Representative Award.

4 The Parties have submitted their Class Action and PAGA Settlement Agreement, with the
5 Class Notice (“Settlement Agreement”), which this Court preliminarily approved on August 12,
6 2025 (the “Preliminary Approval Order”). Under the Preliminary Approval Order, Class Members
7 have been given adequate notice of the terms of the Settlement Agreement and the opportunity to
8 object to it, submit a dispute, or to exclude themselves from it.

9 Having received and considered the Settlement Agreement, the supporting papers filed by
10 the Parties, and the evidence and argument received by the Court before entering the Preliminary
11 Approval Order and at the Final Approval Hearing, the Court grants final approval of the settlement
12 and Settlement Agreement, enters this Final Approval Order and Judgment, and HEREBY
13 ORDERS and MAKES DETERMINATIONS as follows:

14 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
15 Order and Judgment adopts all defined terms set forth in the Settlement Agreement. All terms and
16 provisions of the Settlement Agreement are incorporated herein by this reference and adopted
17 herein.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as:

20 All persons directly employed by Defendant All American Labor
21 Service, Inc. (“Defendant”) in California and classified as a non-
22 exempt employee who worked during the Class Period, which
23 extends from June 25, 2020 through February 6, 2025.

24 3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
25 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
26 Class Member on October 15, 2025 by first-class mail. The Class Notice informed Class Members
27 of the terms of the Settlement Agreement, their right to receive an Individual Class Payment, their

1 right to comment on or object to the settlement and/or the attorneys' fees and costs, their right to
2 elect not to participate in the settlement and pursue their own remedies, and their right to appear in
3 person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the
4 Settlement Agreement and settlement. Adequate periods of time were provided by each of these
5 procedures.

6 4. The Court finds and determines that no individuals requested to opt out of the
7 settlement or Settlement Agreement. No Class Members submitted objections or disputes.

8 5. The Court finds and determines that this notice procedure afforded adequate
9 protections to Class Members and provides the basis for the Court to make an informed decision
10 regarding approval of the settlement. The Court finds and determines that the notice provided in
11 this case was the best notice practicable, which satisfied the requirements of law and due process.

12 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
13 determines that the terms of the Settlement Agreement are fair, reasonable, and adequate to the
14 Class and to each Class Member and that the Participating Class Members will be bound by the
15 Settlement Agreement, that the Settlement Agreement is ordered finally approved, and that all
16 terms and provisions of the Settlement Agreement should be and hereby are ordered to be
17 consummated.

18 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in the
19 amount of \$300,000, and the Individual Class Payments to be paid to the Participating Class
20 Members under the Settlement Agreement are fair and reasonable. The Court hereby grants final
21 approval and orders the payment of those amounts to be distributed to the Participating Class
22 Members out of the Net Settlement Amount in accordance with the Settlement Agreement. Pursuant
23 to the terms of the Settlement Agreement, the Settlement Administrator is directed to make the
24 payments to each Participating Class Member. The monetary terms of the settlement, detailed in
25 the following chart, are discussed further below.

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Gross Settlement Amount	\$300,000.00
Plaintiff's Class Representative Payment	-\$5,000.00
Plaintiff's Attorney Fees	-\$100,000.00
Plaintiff's Costs	-\$9,492.79
PAGA Payment	-\$30,000.00
Settlement Administration	-\$15,950.00
Net Settlement Amount for Distribution to the Class	\$139,557.21

8. The Court finds and determines that the Settlement Administration Cost in the amount of \$15,950 is fair and reasonable. The Court hereby grants final approval and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement Agreement.

9. The Court finds and determines that the request by Plaintiff VERONICA ENRIQUEZ for a Class Representative Service Payment is fair and reasonable and hereby orders that the requested payment in the amount of \$5,000 to be paid to Plaintiff out of the Gross Settlement Amount.

10. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that \$100,000 (33.33% of the Gross Settlement Amount) be paid to Koul Law Firm, APC, out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to \$9,492.79 be paid to Koul Law Firm, APC, out of the Gross Settlement Amount.

12. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims, as defined in the Settlement Agreement, for the Class Period. All terms and provisions in the Settlement Agreement, including without limitation, all the releases and waivers of claims, and any definitions relating thereto, are incorporated in this Final Approval Order by this reference and adopted herein.

1 13. Upon entry of this Final Approval Order and funding of the Gross Settlement
2 Amount, as well as employer side taxes, Plaintiff, the State of California, and all PAGA Aggrieved
3 Employees will forever completely release and discharge the Released Parties from the Released
4 PAGA Claims as defined in the Settlement Agreement through the PAGA Period. All terms and
5 provisions in the Settlement Agreement, including without limitation, all the releases and waivers
6 of claims, and any definitions relating thereto, are incorporated in this Final Approval Order by this
7 reference and adopted herein.

8 14. Pursuant to the terms of the Settlement Agreement, Plaintiff makes an additional
9 general release as set forth and defined in the Settlement Agreement. Plaintiff also expressly waives
10 and relinquishes all rights and benefits afforded by Civil Code Section 1542 which states:

11 **A general release does not extend to claims which the creditor or releasing**
12 **party does not know or suspect to exist in his or her favor at the time of**
13 **executing the release and that, if known by him or her, would have materially**
14 **affected his or her settlement with the debtor or released party.**

15 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
16 under the Settlement Agreement or under this Order, including the requirement that Defendant
17 make payment in accordance with the Settlement Agreement.

18 16. If, for any reason, the Settlement Agreement ultimately does not become Final (as
19 defined by the Settlement Agreement), this Final Approval Order will be vacated, the Settlement
20 Agreement will be null and void, the Parties will return to their respective positions in the action as
21 those positions existed immediately before the Parties executed the Settlement Agreement, and
22 nothing stated in the Settlement Agreement or any other papers filed with this Court in connection
23 with the Settlement Agreement will be deemed an admission of any kind by any of the Parties or
24 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
25 or in any other action.

26 17. The Parties entered into the Settlement Agreement solely for the purpose of
27 compromising and settling disputed claims. Defendant in no way admits any alleged violation of

1 law or any liability whatsoever, and all such alleged liability is expressly denied by Defendant.

2 18. For any Class Member whose Individual Class Payment check or Individual PAGA
3 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
4 funds represented by such checks to Valley Children's Hospital, a nonprofit corporation, as the Cy
5 Pres Recipient.

6 19. By means of this Final Approval Order, this Court hereby enters final judgment in
7 this Action, and all terms and provisions of the Settlement Agreement are incorporated into the
8 final judgment by this reference and adopted in the final judgment.

9 20. Without affecting the finality of this Final Approval Order and Judgment in any
10 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
11 relating to the interpretation, administration, implementation, effectuation and enforcement of this
12 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

13 21. The Parties are hereby ordered to comply with the terms of the Settlement
14 Agreement.

15 22. Each side is to bear its own costs and attorneys' fees except as provided by the
16 Settlement Agreement and this Final Approval Order and Judgment.

17 23. The Court sets a final accounting hearing for 10-27-26 8:30 AM Dept. 2. Plaintiff must
18 file a final report 9 days before the final accounting hearing.

19
20 **IT IS SO ORDERED AND ADJUDICATED.**

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22 DATED: February 24, 2026



23 Honorable Brett Hillman
24 Judge of the Superior Court

PROOF OF SERVICE

Case No. VCU310439

Enriquez v. All American Labor Service., et al.

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On January 29, 2026, I served the foregoing document described as:

- 1. NOTICE OF MOTION FOR (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; (2) APPROVAL OF ATTORNEYS' FEES; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
- 2. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR: (1) FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF ATTORNEYS' FEES; (3) REIMBURSEMENT OF LITIGATION COSTS; AND (4) SERVICE PAYMENT TO REPRESENTATIVE PLAINTIFF;**
- 3. [PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, CLASS REPRESENTATIVE SERVICE PAYMENT, AND FINAL JUDGMENT THEREON;**
- 4. DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT;**
- 5. DECLARATION OF VERONICA ENRIQUEZ;**
- 6. DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**

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BY E-MAIL: I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this January 29, 2026, in Glendale, California.



NADIA CHAVEZ

PROOF OF SERVICE

Case No. VCU310439

Enriquez v. All American Labor Service., et al.

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