

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ISABEL RODRIGUEZ and DANIEL TOVAR,
on behalf of themselves all employees similarly
situated,

Plaintiffs,

v.

ROY MILLER PAINTING, INC., a California
Corporation,

Defendants.

Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

**ORDER OF FINAL APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Action Filed: March 20, 2023

1 The Court considered Plaintiffs' ISABEL RODRIGUEZ and DANIEL TOVAR ("Plaintiffs") Motion
2 for Final Approval of Class and PAGA Representative Action Settlement ("Motion"). Having considered the
3 Motion, and all legal authorities and documents concurrently and previously submitted in support thereof,
4 including the JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION and FIRST
5 AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION
6 SETTLEMENT ("Settlement" or "Settlement Agreement"), and good cause appearing, **IT IS HEREBY**
7 **ORDERED** that the motion is **GRANTED**, as follows:

8 1. This order incorporates by reference the definitions in the Settlement Agreement, and all
9 capitalized terms defined therein shall have the same meaning in this order as set forth in the Settlement
10 Agreement.

11 2. The Court finds that the terms of the proposed class action Settlement are fair,
12 reasonable, adequate and in the best interests of the Class Members. The Settlement Class meets the
13 requirements for certification for settlement purposes only under Code of Civil Procedure § 382. The
14 Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
15 forth in the Preliminary Approval Order.

16 3. The following persons are certified as Class Members solely for the purpose of entering
17 a settlement in this matter:

18 All current and former non-exempt employees employed by Defendant who worked in
19 California at any time during the Class Period (the "Class Period" is March 20, 2019
20 through May 1, 2023). (Settlement, ¶¶ 3-4.)

21 4. The PAGA Employee is defined as follows:

22 All current and former non-exempt employees of Defendant who worked in California at
23 any time during the PAGA Period (the "PAGA Period" is March 20, 2022 through May
24 1, 2023.) PAGA Employees cannot opt out of the settlement of the PAGA claim.

(Settlement, ¶¶ 10-11.)

25 5. The Notice Packet, comprised of the Notice of Proposed Class and PAGA Representative
26 Action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Objection
27 Form ("Objection Form"), that was provided to the Class Members, fully and accurately informed the
28 Class Members of all material elements of the Settlement and of their opportunity to participate in, object

1 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable
2 under the circumstances; and was valid, due, and sufficient notice to all Class Members.

3 6. No Class Members submitted any Request for Exclusion or Workweek Dispute.

4 7. Class Member Johnny Carlos Morales submitted an objection to the Settlement
5 (“Objection”). Having read and considered the Objection and Plaintiffs’ response to the Objection and
6 all supporting legal authorities and documents, the Objection is overruled.

7 8. The Court determines that all Class Members who have not submitted a valid and timely
8 Request for Exclusion (“Settlement Class Members”) and the PAGA Employees are bound by this Final
9 Approval Order and Judgment.

10 9. The class release is as set forth in the Settlement Agreement and Notice.

11 10. The PAGA release is as set forth in the Settlement Agreement and Notice.

12 11. Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR are appointed as the Class
13 Representatives. It is hereby ordered that the Settlement Administrator issue payment in the amount of
14 **\$10,000.00** to Plaintiffs (**\$5,000** to each Plaintiff) as their Service Payments, according to the terms set
15 forth in the Settlement Agreement.

16 12. TUNYAN LAW, APC is appointed as Class Counsel. The Court grants the request for
17 attorneys’ fees in the amount of \$60,333.33 to Class Counsel. It is hereby ordered that the Settlement
18 Administrator issue payment in the amount of **\$60,333.33** to Class Counsel for attorneys’ fees, in
19 accordance with the terms set forth in the Settlement Agreement.

20 13. The Court approves reimbursement of litigation costs and expenses in the amount of
21 \$19,310.48 to Class Counsel. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of **\$19,310.48** to Class Counsel for reimbursement of litigation costs and expenses, in accordance
23 with the terms set forth in the Settlement Agreement.

24 14. ILYM GROUP, Inc. is appointed to act as the Settlement Administrator and to administer
25 the settlement in accordance with the Agreement. The Court approves payment of settlement
26 administration fees in the amount of \$6,500.00 for the services performed and costs incurred for the notice
27 and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM
28 Group, Inc., shall issue payment to itself in the amount of **\$6,500.00**, in accordance with the terms set forth

1 in Settlement Agreement.

2 15. The Court approves the allocation of **\$15,000.00** toward penalties under the California
3 Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall distribute
4 the PAGA Payment as follows: the amount of **\$11,250.00** to the California Labor and Workforce
5 Development Agency (“LWDA Payment”), and the amount of **\$3,750.00** to be distributed on a pro rata
6 basis to PAGA Employees, according to the terms set forth in the Settlement Agreement.

7 16. The Court hereby enters Judgment by which Settlement Class Members and their
8 successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally
9 release and discharge the Released Parties from the Class Released Claims as defined in Paragraph 34 of
10 the Settlement Agreement. Upon full payment of Gross Settlement Amount, Plaintiffs and each and all
11 PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each
12 of them, fully and finally release and discharge the Released Parties for the Released PAGA Claims, and
13 the final judgment will bind all those who would be bound by a judgment if the action had been brought
14 by the LWDA, including Plaintiffs, the LWDA and all PAGA Employees as defined in Paragraph 35 of
15 the Settlement Agreement.

16 17. The Gross Settlement Amount of the Settlement is \$181,000 (plus Defendant’s employer
17 share of taxes), from which the above noted awards shall be deducted as follows: \$10,000 for Service
18 Payments to Plaintiffs (allocated as \$5,000 to each Plaintiff), \$60,333.33 for attorneys’ fees, \$19,310.48 in
19 litigation costs, \$6,500 in administration costs, and a \$15,000 PAGA Allocation (with 75% allocated to
20 LWDA and 25% to PAGA Employees). The remaining amount (which excludes the employer share of
21 taxes) shall be paid to the Settlement Class Members in accordance with the terms of the Settlement
22 Agreement.

23 18. Defendant shall pay the Gross Settlement Amount and the employer’s share of payroll
24 taxes in connection with the wages portion of the Settlement Class Payments pursuant to the timeline and
25 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
26 disburse the funds in accordance with the Settlement Agreement and the Notice.

27 19. After entry of this Final Approval Order and Judgment, pursuant to Civil Procedure Code
28 § 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement

1 Agreement and this Final Approval Order and Judgment.

2 20. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
3 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
4 on the Settlement Administrator's website for a period of at least one hundred eighty (180) days after the
5 date of entry of this Final Approval Order and Judgment.

6 21. Plaintiffs shall provide notice of this Final Approval Order and Judgment to the LWDA
7 as required under PAGA.

8 22. A Final Accounting Hearing is set for **January 29, 2026, at 9:00 a.m.** in Department
9 CX104. Class Counsel shall submit a final accounting report in the form of a declaration from the
10 Settlement Administrator regarding the status of the settlement administration at least nine (9) court days
11 prior to the Final Accounting Hearing.

12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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15 Dated: April 24, 2025

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Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT
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