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Attorneys for Plaintiffs

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

DWANE TAYLOR, individually, on behalf of  
all others similarly situated,

*Plaintiff,*

v.

TAYLOR CREATIVE INC. WILL DO  
BUSINESS IN CALIFORNIA AS TAYLOR  
CREATIVE GROUP, a corporation; TAYLOR  
CREATIVE, INC., a corporation; and DOES 1  
through 10, inclusive.

Case No.: 23CV012371

*[Assigned for all purposes to: Hon. Jill  
Talley, Dept. 23]*

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

**Preliminary Approval Hearing:**

Date: August 1, 2025

Time: 9:00 a.m.

Dept.: 23

**Reservation #A-12371-001**

Complaint filed: November 29, 2023

Trial date: not set

**FILED**  
Superior Court of California  
County of Sacramento  
10/02/2025  
T. Shaddix, Deputy

1 **PROPOSED ORDER**

2 Having reviewed Plaintiff Dwane Taylor’s (“Plaintiff”) Motion for Preliminary  
3 Approval of Class Action Settlement (“Motion”), the Declaration of Thiago Coelho, Plaintiff’s  
4 declaration, and the Class Action and PAGA Settlement Agreement and Class Notice  
5 (“Settlement Agreement”), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to  
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.  
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the  
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Taylor Creative  
10 Inc. Will Do Business in California as Taylor CreativeGroup (“TCG”) and Taylor Creative, Inc.  
11 (“Defendant”), attached to the Declaration of Thiago Coelho in Support of Plaintiff’s Motion  
12 for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

13 2. The Settlement falls within the range of reasonableness of a settlement that could  
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
15 only to any objections that may be raised at the Final Approval Hearing and final approval by  
16 this Court. The Court notes that Defendant has agreed to create a common fund of \$250,000.00  
17 (which includes a \$50,000.00 credit for 19 Class Member releases obtained by Defendant  
18 following the filing of this action) to cover (a) settlement payments to Class Members who do  
19 not validly opt out; (b) a \$10,000.00 allocation toward civil penalties under the Private  
20 Attorneys General Act, 75% of which (\$7,500.00) will be paid to the State of California, Labor  
21 & Workforce Development Agency and 25% of which (\$2,500.00) will be paid to eligible  
22 Aggrieved Employees; (c) Class Representative service payment of up to \$2,000.00 to Plaintiff  
23 Dwane Taylor; (d) Class Counsel’s attorneys’ fees, not to exceed one-third of the Gross  
24 Settlement Amount (i.e., \$83,333.33), and up to \$25,000.00 in costs for actual litigation  
25 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to  
26 \$7,000.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within  
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair  
2 and reasonable to the Class Members when balanced against the probable outcome of further  
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
4 significant informal discovery, investigation, research, and litigation have been conducted such  
5 that counsel for the parties at this time are able to reasonably evaluate their respective positions;  
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
7 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as  
8 the result of intensive, serious, and non-collusive negotiations between the parties with the  
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds  
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed Settlement,  
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &  
13 Workforce Development Agency for its share of the settlement of claims for penalties under the  
14 Private Attorneys General Act, and the Class Representative's enhancement awards should be  
15 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set  
16 in accordance with the implementation schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class  
18 (the "Class"): "all current and former employees of Defendant, either directly or through any  
19 predecessor, successor, assign, subsidiary, staffing agency, or professional employer  
20 organization, who worked for Defendant in a non-exempt position in California at any time  
21 during the Class Period."

22 6. "Class Period" means the period from November 29, 2019 through the date on  
23 which the Court enters an order preliminarily approving this Settlement.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the  
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions  
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which  
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect  
2 the interests of the Settlement Class Members; and (5) a class action is superior to other  
3 available methods for the fair and efficient adjudication of the controversy.

4 8. The Court appoints as Class Representative, for settlement purposes only,  
5 Plaintiff Dwane Taylor. The Court further preliminarily approves Plaintiff Dwane Taylor's  
6 ability to request an incentive award up to \$2,000.00.

7 9. The Court appoints, for settlement purposes only, Thiago Coelho, Chumahan  
8 Bowen, Jennifer Leinbach, Alan Wilcox, and Bradford Smith of Wilshire Law Firm, PLC, as  
9 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request  
10 attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$83,333.33), and costs  
11 not to exceed \$25,000.00.

12 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with  
13 reasonable administration costs estimated not to exceed \$7,000.00.

14 11. The Court approves, as to form and content the Class Notice, attached to the  
15 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the  
16 Notice to Settlement Class Members satisfies due process, provides the best notice practicable  
17 under the circumstances, and shall constitute due and sufficient notice to all persons entitled  
18 thereto.

19 12. The Parties are ordered to carry out the Settlement according to the terms of the  
20 Settlement Agreement.

21 13. Any Class Member who does not timely and validly request exclusion from the  
22 Settlement may object to the Settlement Agreement.

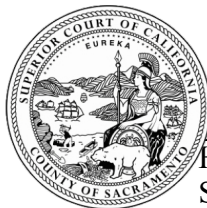
23 14. The Court orders the following implementation schedule:  
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EVENT:	DEADLINE:
Defendant to provide Class Data to the Settlement Administrator	_____, 2025 (15 days after MPA hearing)
Settlement Administrator to mail the Notice Packets	_____, 2025 (no later than 14 days after receipt of Class Data)
Class Member Response Deadline	_____, 2025 (45 days after mailing Notice to Class)
Class Member Deadline to Object	_____, 2025 (45 days after mailing Notice to Class)
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	_____, 2025 (14 days before the last day to file Plaintiff's Motion for Final Approval)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	_____, 2025 (16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	_____, 2025 at _____ a.m./ <del>p</del> m.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATE: 10/02/2025



*Jill Talley*  
 \_\_\_\_\_  
 Hon. Jill Talley  
 Sacramento County Superior Court