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JASEN ORTIZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 01 2026

BY

VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

Jasen Ortiz, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

TLC Restoration, Inc., a California
corporation, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO: CIVDS2010019

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

Hearing

Date: June 30, 2026

Time: 8:30 a.m.

Dept: S26 – SBJC

1 This matter having come before the Court on June 30, 2026, for a final fairness hearing
2 pursuant to the Order of this Court dated January 6, 2026, granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms set
4 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) submitted in
5 support of the Motion for Preliminary Approval of the Class Action and PAGA Settlement; and due
6 and adequate notice having been given to the Class Members as required in the Preliminary
7 Approval Order; and the Court having considered all papers filed and proceedings had herein and
8 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED**,
9 **ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action and PAGA Settlement; Service
11 Payment; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 3. This Court has jurisdiction over the subject matter of this litigation and over all
15 Parties to this litigation, including all Class Members.

16 4. For settlement purposes only, the Court certifies the following class: all individuals
17 who worked for Defendant TLC Restoration, Inc. (“Defendant”), as hourly-paid or non-exempt
18 employees within the State of California during the time period from June 17, 2016, to August 31,
19 2022 (the “Class Period”).

20 5. The “Released Parties” means Defendant and each of its former and current
21 employees, agents, principals, officers, directors, shareholders, investors, affiliated, related, parent
22 company, subsidiaries, insurers, attorneys, accountants, trustees, representatives, businesses,
23 predecessors, successors, subrogees, assigns, and fiduciaries.

24 6. “Plaintiff” refers to Jasen Ortiz.

25 7. Upon the entry of this Order granting Final Approval of the Settlement, entry of
26 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement
27 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
28 Payments, Plaintiff and all Participating Class Members will release on behalf of themselves and

1 their former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, release the Released Parties from all claims, charges, complaints, liens, demands, causes of
3 action, obligations, damages, and liabilities that each Participating Class Member has against
4 Released Parties and that were asserted in the Action, or that arise from or reasonably could have
5 been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts,
6 disclosures, statements, omissions, or failures to act alleged in the Operative Complaint including,
7 but not limited to, Labor Code sections , 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, , 1174,
8 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, as well as all related IWC Wage Orders and Business
9 & Professions Code section 17200, *et seq.* claims based on alleged violations of these Labor Code,
10 and any other applicable Wage Order provisions and all other claims (such as those under the Labor
11 Code, Wage Orders, regulations, and/or other provisions of law) that reasonably could have been
12 pleaded based on the facts asserted in the Action. These claims include: (a) failure to pay minimum
13 wages; (b) failure to pay overtime wages; (c) failure to pay overtime; (d) failure to provide meal or
14 rest periods or compensation in lieu thereof; (e) failure to timely pay employees upon separation or
15 discharge; (f) failure to pay all wages due and owing for time worked; (g) failure to provide accurate
16 itemized wage statements; (h) failure to maintain accurate records; (i) all related violations of the
17 applicable Wage Orders; (j) all related violations of California's unfair competition law; and (k)
18 interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow
19 the scope of *res judicata* based on the claims that were asserted in the Action or reasonably could
20 have been asserted in the Action based on the facts and circumstances alleged in any complaints on
21 file in the Action. Except as set forth in Section E.3. of this Agreement, Participating Class Members
22 do not release any other claims, including claims for vested benefits, wrongful termination, violation
23 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 8. All Participating and Non-Participating Class Members, who are PAGA Group
26 Members, are deemed to release, on behalf of themselves and their former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
28 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,

1 based on the facts stated in the Operative Complaint and PAGA Notice that occurred during the
2 PAGA Period.

3 9. Distribution of the Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval ("Class Notice" or "Notice") directed to the Class Members as set forth in the
5 Settlement Agreement and the other matters set forth herein have been completed in conformity
6 with the Preliminary Approval Order, including individual notice to all Class Members who could
7 be identified through reasonable effort, and was the best notice practicable under the circumstances.
8 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
9 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
10 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

11 10. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)
12 Settlement Class Members objected to the Settlement.

13 11. The Court further finds that the Settlement is fair, reasonable and adequate and that
14 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
15 settlement under California law, including the provisions of Code of Civil Procedure section 382
16 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
17 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

18 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
19 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to
20 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
21 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds
22 that the Parties have conducted extensive and costly investigation and research and counsel for the
23 parties are able to reasonably evaluate their respective positions. The Court also finds that
24 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
25 that would be presented by the further prosecution of this Action. The Court has noted the
26 significant benefits to the Class Members under the settlement. The Court also finds that the class
27 is properly certified as a class for settlement purposes only.

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1 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
2 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the
3 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
4 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
5 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
6 interpret, or enforce its terms.

7 14. The Court approves Plaintiff as Class Representative.

8 15. The Court approves Michael J. Jaurigue and S. Sean Shahabi of Jaurigue Law Group
9 as Class Counsel.

10 16. The Court approves Apex Class Action, LLC, as the Settlement Administrator.

11 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
12 \$122,500.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
13 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$11,002.02,
14 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
15 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
16 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
17 conferred a significant benefit on the Class and the necessity and financial burden of private
18 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

19 18. The amount of this award is based on a lodestar analysis and is subject to a reasonable
20 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and
21 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
22 considered the following factors: (a) the time and labor required; (b) preclusion of other
23 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
24 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
25 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action; (f) the
26 results achieved and benefits conferred on the Settlement Class; and (g) the reaction of Settlement
27 Class Members. (*See, eg: Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996)
28 48 Cal.App.4th 1794, 1810 fn. 21.)

19. The court hereby approves a service award of \$5,000.00 to Plaintiff, in consideration for their time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The service award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

20. The Court hereby approves the Settlement Administrator's cost in the amount of \$3,990.00. The Settlement Administrator, Apex Class Action, LLC, shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

21. The Court hereby approves the PAGA penalties amount of \$16,000.00, of which \$12,000.00 shall be paid to the LWDA and the remaining \$4,000.00 to be distributed to the "PAGA Group Members", defined as defined as all individuals who worked for Defendant as hourly-paid or non-exempt employees within the State of California at any time during the time period from April 13, 2019, through August 31, 2022 (the "PAGA Period").

22. Except as expressly provided herein, the Parties each shall bear all of their own fees and costs in connection with this matter.

23. Class Members and PAGA Group Members will have one hundred eighty (180) days from the date of issuance of the check to cash their check(s), after which the check(s) will be voided and the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

24. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

25. ~~An Order to Show Cause Hearing Re: Final Administration of the Class Action Settlement~~ is hereby scheduled for 1:14, 2027, 8:30am, in Department S26 – SBJC of the above-entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all of the terms and conditions of the class action settlement have been completed. Should the Court find that

1 said declaration has sufficiently evidenced full and complete administration of the class action
2 settlement, said OSC hearing will go off-calendar.

3 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
4 continuing jurisdiction over the interpretation, implementation and enforcement of the settlement
5 and all orders and judgments entered in connection therewith.

6
7 **IT IS SO ORDERED.**

8
9 Dated: JUL 01 2026, 2026



Judge of the Superior Court

KEVIN C. LEE