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Attorneys for Plaintiff MANUEL VILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF FRESNO

MANUEL VILLA, an individual(s), on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

TRILLIUM PUMPS USA, INC., a Delaware
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22CECG01104

[PROPOSED] JUDGMENT

Hearing Date: April 11, 2024
Hearing Time: 3:30 p.m.

Judge: Hon. Jonathan M. Skiles
Dept: 403

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Costs and Service Award duly came
3 on for hearing on April 11, 2024, before the above-entitled Court. The parties having settled this
4 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
5 and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Class is defined as "all non-exempt employees who are or previously were employed by
9 Defendant and performed work in California during the period from April 11, 2018, through and
10 including December 2, 2022 ("Class Period"). All persons who meet the foregoing definition are
11 Participating Class Members, except for those individuals who filed a valid request for exclusion
12 ("opt out") from the Class.

13 2. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 3. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 4. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
23 each Class Member who has not validly opted out has released the "Released Parties" from the
24 "Released Class Claims" as set forth in the Agreement.

25 5. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

26 (a) The "Released Class Claims" are defined as all class claims alleged in the
27 operative complaint, or which could have reasonably been alleged in the operative complaint
28 based on the facts alleged, which occurred during the Class Period, including (a) all claims for

1 failure to pay minimum wages under Cal. Labor Code §§ 1194, 1197 and 1197.1; (b) all claims for
2 failure to pay overtime wages under Cal. Labor Code §§ 510, et seq.; (c) all claims for failure to
3 provide required meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC
4 Wage Order; (d) all claims for failure to provide required rest breaks under Cal. Labor Code §§
5 226.7 and 512 and the applicable IWC Wage Order; (e) all claims for failure to provide accurate
6 itemized wage statements under Cal. Labor Code § 226; (f) all claims for failure to provide wages
7 when due under Cal. Labor Code §§ 201, 202 and 203; (g) claims for failure to reimburse
8 employees for required expenses under Cal. Labor Code § 2802; (h) claims under the California
9 Business and Professions Code § 17200 et. seq. including injunctive relief related to the California
10 Labor Code violations covered by this release; (i) liquidated damages; (j) interest; (k) attorneys'
11 fees; and (l) costs; and expressly excluding all other claims, including claims for vested benefits,
12 wrongful termination, unemployment insurance, disability, social security, workers'
13 compensation, and class claims outside the Class Period. The Released Class Claims are limited
14 to those that accrued during the Class Period. The Released Class Claims expressly exclude claims
15 for penalties pursuant to PAGA, which shall be separately released herein.

16 (b) The "Released Parties" are defined as Defendant TRILLIUM PUMPS USA,
17 INC. and its affiliated companies, owners, parents, members, subsidiaries, related companies and
18 business concerns, past and present, including successors and predecessors, and each of them, as
19 well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys,
20 servants and employees, past and present, and each of them.

21 6. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
22 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
23 "Aggrieved Employee" have released the Released Parties from the "Released PAGA Claims" for
24 the "PAGA Period" as set forth in the Agreement.

25 7. As used in paragraph 6 above, the quoted terms have the meanings set forth below:

26 (a) The "Aggrieved Employees" are defined as all non-exempt employees who
27 are or previously were employed by Defendant and performed work in California during the
28 PAGA Period.

1 (a) The “PAGA Period” is defined as the period between February 2, 2021,
2 through and including December 2, 2022.

3 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in
4 the operative complaint and Plaintiff’s PAGA Notice to the LWDA which occurred during the
5 PAGA Period, and expressly excluding all other claims for vested benefits, wrongful termination,
6 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
7 outside of the PAGA Period.

8 8. This Court hereby grants final approval and awards the following: (i) Two Hundred
9 Twenty Seven Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$227,666.67) for
10 the Attorneys’ Fees and Costs comprised of one-third of the Gross Settlement Amount, or Two
11 Hundred Sixteen Thousand, Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$216,666.67)
12 (“Attorneys’ Fees”) and litigation expenses in the amount of Eleven Thousand Dollars and Zero
13 Cents (\$11,000.00); (ii) the Class Representative Service Award to Class Representative Manuel
14 Villa in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a
15 general release; (iii) Settlement Administration Expenses of Nine Thousand Nine Hundred Dollars
16 and Zero Cents (\$9,900.00) to ILYM Group, Inc.; (iv) Thirty Thousand Dollars and Zero Cents
17 (\$30,000.00) (75% of the PAGA Settlement Amount) to the Labor and Workforce Development
18 Agency (“LWDA Payment”); and Ten Thousand Dollars and Zero Cents (\$10,000.00) (25% of the
19 PAGA Settlement Amount) allocated to the Aggrieved Employee Payments.

20 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce
21 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
22 California Labor Code section 2699(1)(3).

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
24 **ORDERED.**

25
26 DATED: _____, 2024

27 _____
28 Hon. Jonathan M. Skiles
JUDGE OF THE SUPERIOR COURT