

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

DANTE HENDERSON, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

BIZON GROUP, INC. a California
corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. HG21115170

[PROPOSED] JUDGMENT

Date: June 11, 2024
Time: 1:30 p.m.
Reservation ID: 827832649998

Judge: Hon. Noel Wise
Dept.: 21

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

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all persons currently or formerly employed by Defendant,
10 either directly or through any subsidiary, staffing agency or professional employer organization, as
11 non-exempt, hourly-paid employees, at any time during the Class Period in the State of California
12 from October 7, 2017, through October 7, 2023 ["Class Period"]."

13 2. All persons who meet the foregoing definition are Participating Class Members,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

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

27 ///

28 ///

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

2 (a) The “Class Released Claims” are defined all claims, rights, demands,
3 damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class
4 Period, for the claims brought in the Action, or that could have been brought against Defendant in
5 the Action, based on the facts alleged therein, including, without limitation, any and all claims,
6 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
7 actions or causes of action which are alleged, or reasonably could have been alleged based on the
8 facts and claims asserted in the Class Action, and any claim for penalties associated therewith,
9 except for claims for PAGA penalties, which are separately released hereinbelow, including
10 without limitation to, claims for restitution and other equitable relief; claims for unpaid minimum
11 wages, wages, and overtime wages; failure to properly calculate the regular rate; failure to
12 properly calculate overtime; failure to provide rest periods or meal periods or to provide
13 compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties;
14 penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll
15 records and wage statements; failure to timely pay final wages; failure to pay split shift premiums,
16 failure to reimburse for business expenses; wage statement violations; failure to provide accurate
17 wage statements; failure to comply with California's Paid Sick Leave laws, including the notice
18 requirements thereof; failure to maintain required records; claims relating to the failure to provide
19 personnel files and wage statements; interest on any claim and claims for unfair competition
20 arising from the Labor Code violations alleged in the Operative Complaint.

21 (b) The “Released Parties” are defined as Defendant and its parent, subsidiary
22 and related entities, and their past and present owners, officers, directors, shareholders, partners,
23 managers, employees, agents, representatives, assigns, and subsidiaries.

24 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
25 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
26 “Aggrieved Employee” have released the Released Parties from the “PAGA Released Claims” for
27 the “PAGA Period” as set forth in the Agreement.

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

1 (a) The “Aggrieved Employees” are defined as all persons currently or
2 formerly employed by Defendant, either directly or through any subsidiary, staffing agency or
3 professional employer organization, as non-exempt, hourly-paid employees, at any time from July
4 29, 2020 through October 7, 2023 [PAGA Period].

5 (b) The “PAGA Released Claims” are defined as all claims for PAGA penalties
6 based on the allegations raised by Plaintiffs in the PAGA Notice, and all transactions and
7 occurrences upon which those claims were based, including all civil penalties sought on behalf of
8 the LWDA under PAGA (including, but expressly not limited to, relief demanded for alleged
9 violations of Labor Code sections 201, 202, 203, 203.1, 204, 204a, 210, 223, 226, 226.7, 246, 432,
10 432.5, 432.6, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800
11 and 2802, as well as alleged violations of IWC Wage Orders), and all costs and attorneys’ fees
12 related thereto.

13 9. This Court hereby grants final approval and awards the following: (i) \$145,829.78
14 for the Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement
15 Amount, or One Hundred, Twenty-Eight Thousand, Three Hundred Thirty-Three Dollars and
16 Thirty-Three Cents (\$128,333.33) (“Attorneys’ Fees”) and litigation expenses in the amount of
17 Seventeen Thousand, Four Hundred Ninety-Six Dollars and Forty-Five Cents (\$17,496.45)
18 (“Litigation Costs”); (ii) the Service Award to Class Representative, Dante Henderson, in the
19 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release;
20 (iii) Settlement Administration Costs of Six Thousand Dollars and Zero Cents (\$6,000.00) to Apex
21 Class Action LLC; (iv) Thirty Thousand Dollars and Zero Cents (\$30,000.00) (75% of the PAGA
22 Payment) to the Labor and Workforce Development Agency (“LWDA Payment”); and Ten
23 Thousand Dollars and Zero Cents (\$10,000.00) (25% of the PAGA Payment) allocated to the
24 Individual PAGA Payments.

25 ///

26 ///

27 ///

28 ///

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

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: _____, 2024

Hon. Noel Wise
JUDGE OF THE SUPERIOR COURT