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FILED
Clerk of the Superior Court

MAR 17 2023

By: ~~T. Abes~~ *M. Abesamra* ~~MAP~~

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

02/23/2023 at 06:20:20 PM

Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

KATSIARYNA KARNACHOVA, an individual,
on behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

INTO NORTH AMERICA, INC., a Delaware
corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 37-2021-00023758-CU-OE-CTL

[Assigned for all purposes to Hon. Gregory W.
Pollack, Dept. C-71]

[PROPOSED] JUDGMENT
117

Hearing Date: March 17, 2023
Time: 9:30 a.m.

Plaintiff's motion for an order finally approving the Joint Stipulation of Class/Representative Action Settlement and Release of All Claims ("Agreement") and for an Award of Class Counsel Award and Class Representative Service Award duly came on for hearing on March 17, 2023, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all non-exempt employees who are or previously were employed

1 by Defendant in California during the Class Period. The Class Period is the period between May 28,
2 2017 to November 23, 2022.

3 2. All persons who meet the foregoing definition are members of the Settlement
4 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

5 3. Except as set forth in the Agreement, the Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members
7 of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees
8 and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
9 Approval of Class Action and PAGA Settlement, and in this Final Judgment.

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

14 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
15 Member who has not validly opted out, has released the "Released Class Claims Period" against the
16 Defendant and all of the "Released Parties" as set forth in the Agreement.

17 6. As used in paragraph 5 above, the quoted terms have the meanings set forth
18 below: The Released Class Claims are defined as all class claims alleged, or that could have been
19 alleged, in the operative complaint which occurred during the Class Period, including those claims
20 all claims under state, federal, or local law, whether statutory, common law, or administrative law,
21 arising out of or related to the allegations set forth in the operative Complaint in the Action, including
22 but not limited to unpaid wages, statutory penalties, civil penalties, injunctive relief, punitive
23 damages, liquidated damages, unreimbursed business expenses, penalties of any nature, interest, fees,
24 and costs, that arose during the Released Claims Period. The allegations set forth in the operative
25 Complaint in the Action for violations of California law include, but are not limited to, violations of
26 California Equal Pay Act, unpaid wages, unpaid overtime, violations of meal and rest period
27 requirements, violations of sections 2802 and 232 of the California Labor Code, failure to reimburse
28

1 for necessary business expenses, failure to provide accurate wage statements, failure to timely pay
2 wages during employment and upon separation, failure to keep accurate wages, and violations of
3 California's Unfair Competition Law.

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

8 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
9 below: The Aggrieved Employees are defined as all individuals who were employed by Defendant
10 in California and classified as non-exempt employees during the PAGA Released Claim Period. The
11 Aggrieved Employees will release the Released Parties all claims during the PAGA Release Claim
12 Period for PAGA penalties that were alleged, or reasonably could have been alleged based on the
13 facts stated in the Operative Complaint, and the PAGA Notice, and expressly excluding all other
14 claims, including claims for vested benefits (other than vacation and/or paid time off to the extent
15 those are alleged in the operative complaint and Plaintiff's PAGA Notice to the LWDA), wrongful
16 termination, unemployment insurance, disability, social security, workers' compensation, and PAGA
17 claims outside of the PAGA Released Claims Period. The PAGA Released Claims Period means the
18 period of March 23, 2020 to November 23, 2022.

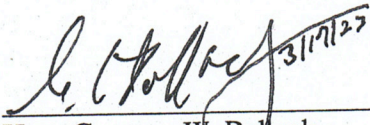
19 9. This Court hereby grants final approval and awards the following: (i)
20 \$64,999.99 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or
21 Forty Nine Thousand Nine Hundred and Ninety-Nine Dollars and Ninety-Nine Cents (\$49,999.99)
22 and costs and expenses in the amount of up to Fifteen Thousand Dollars (\$15,000.00); (ii) the Class
23 Representative Service Award to Class Representative, Katsiaryna Karnachova, of Ten Thousand
24 Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) settlement administration
25 costs of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) to ILYM Group, Inc.
26 ("Settlement Administration Cost"); and (iv) Ten Thousand Dollars and Zero Cents (\$10,000.00)

1 (75% of the PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA
2 Payment").

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

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

8
9 DATED: _____, 2023



Hon. Gregory W. Pollack
JUDGE OF THE SUPERIOR COURT