

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Pursuant to the Court’s November 9, 2023 Order Granting Motion for Approval of Settlement (*see* Order, Doc. 93), the Court hereby **ENTERS JUDGMENT AS FOLLOWS:**

The Court finds the PAGA settlement to be fair, reasonable, and adequate. Accordingly, the Court GRANTS Plaintiff’s Motion, APPROVES the Parties’ Settlement Agreement, and hereby enters JUDGMENT as follows:

1. This JUDGMENT hereby incorporates by reference the definitions of the Settlement Agreement, as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court enters JUDGMENT against Defendant and in favor of Plaintiff in the amount of \$450,000.00 to be distributed as follows:

a. \$200,000.00 to settle all claims under the PAGA (“Gross PAGA Settlement”) to be distributed as follows:

i. \$3,465.00 payable to ILYM Group, Inc. to administer the PAGA Settlement according to the terms of the Settlement Agreement, including distributing all payments from the Gross PAGA Settlement;

ii. \$50,000.00 payable to Twomey Law, P.C. for attorney’s fees;

iii. \$4,000.00 payable to Twomey Law, P.C. for reimbursement of litigation costs and expenses;

iv. \$106,901.25, *i.e.*, seventy-five percent (75%) of the Net PAGA Settlement, payable to California’s Labor and Workforce Development Agency (“LWDA”); and

v. \$35,633.75, *i.e.*, twenty-five percent (25%) of the Net PAGA Settlement, payable *pro rata* to the PAGA Members.

1. “PAGA Members” means the fifty-five (55) person(s)/entity(ies) classified as independent contractors who performed deliveries—including final mile deliveries, or other deliveries to

1 destinations that were not necessarily final destinations—for
2 Defendant in the State of California during the period August 26,
3 2019 through April 5, 2023 (the “PAGA Period”).

4 2. The PAGA Members will receive a pro rata share of their portion
5 of the \$35,633.75 based on the total number of weekly PAGA
6 Pay Periods attributable to the PAGA Member during the PAGA
7 Period, divided by the 5,149 Aggregate PAGA Pay Periods,
8 multiplied by \$35,633.75. PAGA Pay Periods calculated for each
9 PAGA Member are based on the start dates and, where
10 applicable, termination dates of the Contractor Operating
11 Agreement and Lease (“COAL”)—also referred to as an
12 Independent Contractor Operating Agreement (“ICOA”)—under
13 which the PAGA Member performed deliveries during the
14 PAGA Period.

15 b. \$250,000.00 to settle all Plaintiff’s Individual Claims and for Plaintiff’s
16 General Release of all claims against the Released Parties, known and
17 unknown, as released by paragraph III.C.8 of the Settlement Agreement.

18 3. The entire Gross Judgment Sum amount of \$450,000.00 will be distributed and
19 no remaining amounts, *i.e.*, unclaimed funds, will revert back to Defendant.

20 4. All claims asserted in this Lawsuit are DISMISSED WITH PREJUDICE as to
21 Plaintiff to the maximum extent permitted by law, and the PAGA Members are
22 permanently enjoined from pursuing the PAGA Claims released by paragraph
23 III.C.7 of the Settlement Agreement.

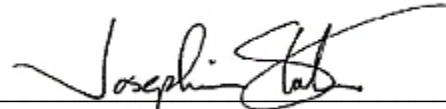
24 5. Except as set forth herein or in the Settlement Agreement, each Party is to bear
25 his/its own attorneys’ fees and costs.

26 6. Without affecting the finality of this JUDGMENT, the Court shall retain
27 exclusive and continuing jurisdiction over the above-captioned Lawsuit and the
28

1 Parties, for purposes of supervising, administering, implementing, enforcing, and
2 interpreting the PAGA provisions of the Settlement Agreement.

3
4 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5
6
7 DATE: November 16, 2023



8
9 HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE