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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ROBERT IRWIN, on behalf of himself
and others similarly situated,

Plaintiff,
vs.

DURABAG COMPANY INC., a Hawaii
Corporation; TRINET HR II, INC., a
Delaware Corporation; TRINET USA,
INC., a Delaware Corporation; and DOES
1 through 50, inclusive

Defendants.

Case No.: 30-2020-01145526-CU-OE-CXC

Hon. Peter Wilson

**[PROPOSED] ORDER APPROVING THE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 et.
seq.**

*[filed concurrently with Notice of Motion and
Motion to Approve Settlement; Declaration of
David Yeremian]*

Date: September 9, 2021
Time: 2:30 p.m.
Dept.: CX102

1 Pursuant to stipulation by the parties and good cause appearing:

2 Having considered the parties' submissions, and documents submitted in support thereof,
3 and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion to Approve the
4 Private Attorneys General Act Settlement and Release is **GRANTED**, as follows:

5 a) All terms used herein shall have the same meaning as defined in the Private Attorney
6 General Act Settlement Agreement and General and Limited Release ("Settlement Agreement" or
7 "Settlement").

8 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
9 that the Settlement is, in all respects, fair, adequate, reasonable, and just and is not arbitrary,
10 oppressive or confiscatory and directs the Parties to effectuate the Settlement according to its
11 terms. The Court finds that the Settlement has been reached as a result of informed and non-
12 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
13 extensive investigation and research, and their attorneys were able to reasonably evaluate their
14 respective positions. The Court also finds that settlement now will avoid additional and
15 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
16 litigate the case. The Court has reviewed the monetary recovery being provided as part of the
17 Settlement and recognizes the significant value accorded to Plaintiff and each Aggrieved
18 Employee.

19 c) The Settlement is not an admission by Defendant or Released Parties as defined below,
20 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 Released Parties. Neither this Order, the Settlement, nor any document referred to herein, nor any
22 action taken to carry out the Settlement, may be construed as, or may be used as, an admission of
23 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or
24 Released Parties.

25 d) Defendant shall pay Aggrieved Employees, PAGA Counsel, Settlement Administrator
26 and LWDA pursuant to the terms of the Settlement.

27 e) The Court hereby confirms David Yeremian of the law firm David Yeremian &
28 Associates, Inc as PAGA Counsel.

1 f) The Court finds that the fees requested by PAGA Counsel of one-third of the total
2 settlement amount of \$95,000.00 which is \$31,666.35 is reasonable and the costs requested of
3 Eight Thousand Six Hundred Twenty Two Dollars and Fifty Two Cents (\$8,622.50) as reasonable
4 and necessary for the prosecution of this action. The Court hereby awards attorneys' fees in the
5 amount of \$31,666.35 and costs in the amount of \$8,622.50 to PAGA Counsel for their attorneys'
6 fees and costs. The payment of fees and costs to PAGA Counsel shall be made in accordance with
7 the terms of the Settlement.

8 g) The Court finds that the Administration costs of \$8,000.00 is reasonable and the Court
9 hereby awards administrator costs in the amount of \$8,000.00 to CPT Group, Inc.

10 h) The Court further orders, adjudges and decrees that upon the Effective Date, the
11 LWDA and PAGA Employees, including Plaintiff, fully release and forever discharge Durabag
12 Company Inc., Trinet Hr II, Inc., Trinet, Trinet USA, Inc. (collectively "Defendants"), and their
13 past or present parents, subsidiaries, and affiliates, officers, directors, employees, managers,
14 partners, shareholders, agents, insurers, and/or any other successors, assigns, or legal
15 representatives of Defendants ("Released Parties") from any and all PAGA claim for violations
16 of Labor Code §§ 201, 202, 203, 204, 210, 226, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
17 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.* as well as the applicable
18 provisions of the Industrial Wage Orders and for any other PAGA violations that could have been
19 asserted in the action based on the factual assertions and legal assertions in the Complaint.
20 ("Released Claims"). The settlement does not impact Aggrieved Employees ability to assert
21 Labor Code claims other than PAGA claims.

22 i) The Court further orders, adjudges and decrees that upon the Effective Date, Plaintiff,
23 on behalf of themselves and their heirs, representatives, attorneys, executors, administrators,
24 successors, relatives, and assigns releases Defendant and any of their past and present parents,
25 subsidiaries, divisions, affiliates, related entities, divisions, officers, directors, shareholders,
26 employees, agents, representatives, attorneys, insurers, successors, predecessors, and assigns from
27 any and all causes of action, obligations, costs, expenses, damages, claims, liabilities, benefits,
28 attorneys' fees, and costs actually incurred, of whatever character, in law or in equity, known or

1 unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing
2 or arising in the future, based on any act, omission, event, occurrence, or non occurrence from the
3 beginning of time to the date of execution hereof, including but not limited to any claims or
4 causes of action arising out of Plaintiff's employment with any of the Released Parties.

5 j) The Court shall have and retain continuing jurisdiction over this action and the Parties
6 including after the entry of this Order, to the fullest extent necessary to interpret, enforce and
7 effectuate the terms and intent of the Settlement and this Order.

8 **IT IS SO ORDERED.**

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10 Dated:

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12 Hon. Peter Wilson
13 Judge of the Superior Court
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