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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

NORMAN RESPASS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

THE SCION GROUP LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2020-00285285

~~PROPOSED~~ AMENDED JUDGMENT

Date: August 11, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

1 Plaintiff's motion for an order finally approving the Joint Stipulation of Class Action
2 Settlement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Award duly came on for hearing on August 11, 2023, before the above-entitled Court. The parties
4 having settled this action and the Court having entered an Order Granting Motion for Final Approval
5 of Class Action and PAGA Settlement and good cause appearing therefore,

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

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class includes the following sub-classes:

9 (a) All individuals who are previously were employed by Defendant in
10 California and classified as non-exempt employees at any time beginning September 23, 2016 and
11 ending February 28, 2022 (the "Wage and Hour Class" or "Wage and Hour Class Member(s)").

12 (b) All employees or prospective employees of Defendant in California who
13 executed Defendant's standard background check disclosure and authorization form at any time
14 beginning September 23, 2018 and ending on February 28, 2022 (the "FCRA/ICRAA Class" or
15 "FCRA/ICRAA Class Member(s)").

16 (c) All persons in California who executed Defendant's standard background
17 check disclosure and authorization form in connection with prospective employment at any time
18 beginning September 23, 2018 and ending on February 28, 2022 (the "CCRAA Class" or "CCRAA
19 Class Member(s)").

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

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

27 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
28 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to

1 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
2 benefits.

3 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
4 Member who has not validly opted out has released the “Released Wage and Hour Claims” and the
5 “Released Credit Reporting Claims” against the Defendant as set forth in the Agreement.

6 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
7 The Released Wage and Hour Claims are defined as any and all claims for wages, damages, unpaid
8 costs, penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation
9 costs, restitution, or equitable relief, which Plaintiff and all Wage and Hour Class Members had, or
10 may claim to have, against any of the Released Parties, arising during the Wage and Hour Class
11 Period, that were pled or that could have been pled based on the factual allegations set forth in the
12 Complaint, including but not limited to: claims for minimum wage violations; failure to timely pay
13 wages; unreimbursed expenses; rest period violations; meal period violations; failure to timely pay
14 wages; itemized wage statement violations; waiting time penalties; and unfair competition. The
15 Released Credit Reporting Claims are defined as any and all claims for damages, unpaid costs,
16 penalties (excluding PAGA penalties), liquidated damages, interest, attorney fees, litigation costs,
17 restitution, or equitable relief, which Plaintiff and all FCRA and/or CCRAA Class Members had, or
18 may claim to have, against any of the Released Parties, arising during the FCRA and/or CCRAA
19 Class Periods, that were pled or that could have been pled based on the factual allegations set forth
20 in the Complaint including but not limited to: claims for violations of the Fair Credit Reporting Act
21 (15 U.S.C. § 1681, *et seq.*), the Investigative Consumer Reporting Agencies Act (Cal. Civ. Code §
22 1785, *et seq.*), the Consumer Credit Reporting Agencies Act (Cal. Civ. Code § 1785, *et seq.*).

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

27 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
28 The PAGA Group is defined as all hourly-paid or non-exempt employees who worked for Defendant

1 in the State of California from September 23, 2019 through March 3, 2023. The Released PAGA
2 Claims are defined as any and all claims for PAGA penalties, interest, attorney fees, litigation costs,
3 which Plaintiff and all PAGA Members had, or may claim to have, against any of the Released
4 Parties, arising during the PAGA Period, that were pled in the Complaint and in Plaintiff's notice to
5 the LWDA, including but not limited to: claims for PAGA based on the foregoing Labor Code
6 violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197,
7 2802, and Labor Code §§ 2698-2699.5). The PAGA Period means the period of September 23,
8 2019 through March 3, 2023.

9 9. This Court hereby grants final approval and awards the following: (i) One Hundred
10 Twenty Three Thousand Five Hundred Fifty Five Dollars and Twenty Two Cents (\$123,555.22) to
11 Class Counsel comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement
12 Amount, or One Hundred and Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-
13 Three Cents (\$108,333.33) and Litigation Costs in the amount of Fifteen Thousand Two Hundred
14 Twenty One Dollars and Eighty Nine Cents (\$15,221.89); (ii) the incentive payment to Class
15 Representative Norman Respass in the amount of Five Thousand Dollars and Zero Cents
16 (\$5,000.00); (iii) settlement administration costs of Six Thousand Three Hundred Ninety Dollars
17 (\$6,390.00) to ILYM Group, Inc. ("Settlement Administration Costs"); and (iv) Twelve Thousand
18 Dollars and Zero Cents (\$12,000.00) (75% of the PAGA Settlement) to the Labor and Workforce
19 Development Agency ("LWDA Payment").

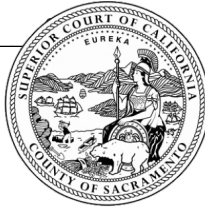
20 10. **Pursuant to the Declaration of Nicole Bench of ILYM Group, Inc., a total of**
21 **\$56,434.45 remains uncashed after the May 4, 2024 check cashing deadline date. On June 4,**
22 **2024, in accordance with the terms of the Settlement Agreement, the necessary paperwork to**
23 **report the unclaimed funds was sent to the California State Controller's Office-Unclaimed**
24 **Property Fund. ILYM Group will continue to hold these unclaimed funds until such a time it**
25 **is required to transfer said funds to the State Controller's Office subsequent to their process.**
26 **Their process is estimated to take about 8-9 months until ILYM receives the letter from the**
27 **State Controller's Office instructing ILYM to send the money.**

28 ///

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

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6
7
8 DATED: 07/15/2024



A handwritten signature in cursive script, appearing to read "Lauri A. Damrell".

Hon. Lauri A. Damrell
Judge, Superior Court for the State of California,
County of Sacramento