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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 12 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

AHMAD TEEBA and LARRY MINDHAM,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

BRILL, INC., a Delaware Corporation; and
DOES 1 through 100,

Defendants.

CASE NO. CIVDS1923242

*[Case assigned for all purposes to the Hon.
David Cohn, Dept. S26]*

**[PROPOSED] AMENDED JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARDS**

Date: July 14, 2022
Time: 9:00 a.m.
Dept.: S26

Action Filed: August 5, 2019
Trial Date: None Set

[PROPOSED] AMENDED JUDGMENT AND ORDER GRANTING PAGA APPROVAL

The Motion of Plaintiffs Ahmad Teeba and Larry Mindham (“Plaintiffs”) for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Enhancement Awards came on regularly for hearing before this Court on July 14, 2021. Having considered the Settlement Agreement, attached as Exhibit 4 to the Declaration of Fletcher W. Schmidt in Support of Plaintiffs’ Motion, entered into between Plaintiffs and Defendant Brill, Inc. (“Defendant”), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*I*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs’ Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Enhancement Awards, and HEREBY ORDERS as follows:

2. The “PAGA Period” means May 31, 2018, through the date of the Court’s order approving the Settlement.

4. The Court orders that Defendant shall pay the Maximum Settlement Amount of \$615,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order approving the Settlement Agreement is signed, as provided for in the Settlement Agreement.

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, which shall
3 be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish, along
4 with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is signed, Defendant shall
8 provide the Settlement Administrator with a list of the aggrieved employees' full name, last
9 known mailing address, last known telephone number, pay period information, and Social
10 Security numbers.

11 8. The Settlement Administrator is directed to mail the Individual Settlement
12 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
13 Release of Claims to the Aggrieved Employees within the time limits specified in the Settlement
14 Agreement.

15 9. The Court finds that attorneys' fees in the amount of \$205,000.00 and
16 reimbursement of litigation costs of \$20,536.44 to Plaintiff's Counsel are fair, reasonable, and
17 adequate, and orders that the Settlement Administrator distribute these payments to Haines Law
18 Group, APC as provided for in the Settlement Agreement.

19 10. The Court orders that the Settlement Administrator shall be paid \$3,625.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 11. The Court finds that the payment to the State of California Labor and Workforce
22 Development Agency ("LWDA") in the amount of \$281,878.92 (representing 75% of the PAGA
23 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
24 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
25 the Settlement Agreement.

26 12. The court approves the limited scope of the PAGA Released Claims contained in
27 the Settlement Agreement. Following entry of this Final Judgment and Order, Plaintiffs and all
28 Aggrieved Employees shall release Defendant and Defendant's past, present and/or future, direct

and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated, or reasonably could have been brought based upon the facts and legal theories alleged in the operative complaint in *Ahmad Teeba, et al. v. Brill, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1923242 (the "Action") and in both Plaintiffs' pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, that arose during the PAGA Period (the "PAGA Released Claims").

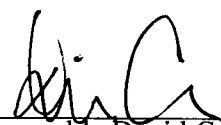
13. Upon entry of this Final Judgment and Order, Plaintiffs and the Aggrieved Employees shall release any and all PAGA Released Claims against Defendant, and shall be forever barred from pursuing any and all of the PAGA Released Claims against Defendant. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

14. On August 27, 2021, the Settlement Administrator mailed checks from the Qualified Settlement Fund to each PAGA Settlement Member, Class Counsel, the LWDA, and the Settlement Administrator. The deadline for PAGA Settlement Members to cash their checks was February 23, 2022. The Settlement Administrator attested that 44 checks totaling \$4,829.14 remain uncashed after the check cashing deadline.

15. Per California Code of Civil Procedure § 384(b), the Court now directs the Settlement Administrator to distribute the \$4,829.14 in uncashed funds to the cy pres recipient, Legal Aid Society of San Bernardino, in accordance with the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 9/12/22, 2022



Honorable David Cohn
Judge of the Superior Court

**COURTESY
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PROOF OF SERVICE

Action Filed: August 5, 2019
Trial Date: None Set

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San Bernardino Superior Court Case No. CIVDS1923242

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is ☒ 2155 Campus Drive, Suite 180, El Segundo, California 90245.

**DECLARATION OF KEVIN LEE ON BEHALF OF ADMINISTRATOR WITH
RESPECT TO DISBURSEMENT OF SETTLEMENT FUNDS**

on the interested party(ies) in this action as follows:

[X] (BY ELECTRONIC MAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused the document(s) to be sent to the persons at the electronic service addresses listed above. I did not receive, within a reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

Executed on June 29, 2022, at El Segundo, California.


Jonathan Ramirez