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**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] 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, 2021
Time: 10:00 a.m.
Dept.: S26

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

1 **[PROPOSED] JUDGMENT AND ORDER**

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

16 1. The “Aggrieved Employees” shall be defined as: “all current and former non-
17 exempt employees of Brill, Inc. who worked in the State of California at any time from May 31,
18 2018, through the date of the Court’s order approving the Settlement.”

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

21 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
22 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
23 according to its terms.

24 4. The Court orders that Defendant shall pay the Maximum Settlement Amount of
25 \$615,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
26 approving the Settlement Agreement is signed, as provided for in the Settlement Agreement.

27 5. The Court hereby approves, as to form and content, the Notice of PAGA
28 Settlement and Release of Claims, attached as Exhibit A to the Settlement Agreement, which shall

1 be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish, along
2 with the Individual Settlement Payments.

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

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

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

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

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

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

24 12. The court approves the limited scope of the PAGA Released Claims contained in
25 the Settlement Agreement. Following entry of this Final Judgment and Order, Plaintiffs and all
26 Aggrieved Employees shall release Defendant and Defendant's past, present and/or future, direct
27 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
28 attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent

1 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
2 venturers from all claims for civil penalties under PAGA during the PAGA Period, for all Labor
3 Code sections alleged to be violated, or reasonably could have been brought based upon the facts
4 and legal theories alleged in the operative complaint in *Ahmad Teeba, et al. v. Brill, Inc.*, San
5 Bernardino County Superior Court, Case No. CIVDS1923242 (the “Action”) and in both
6 Plaintiffs’ pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020,
7 respectively, including claims pertaining to alleged violations of California Labor Code §§ 201,
8 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, that arose during the
9 PAGA Period (the “PAGA Released Claims”).

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

16 **IT IS SO ORDERED.**

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18 Dated: _____, 2021

19 Honorable David Cohn
20 Judge of the Superior Court
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