

FILED
San Francisco County Superior Court



NOV 08 2023

CLERK OF THE COURT
BY: Stella Eche
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

TYLER NUNALEY, an individual and on
behalf of all other aggrieved employees,

Plaintiff,

v.

SIZEWISE RENTALS LLC, DOES 1-50
inclusive,

Defendants.

Case No. CGC-20-587743

ORDER GRANTING MOTION FOR
APPROVAL OF PAGA SETTLEMENT

1 The Court has considered Plaintiff's Motion for Approval of PAGA Settlement and Entry
2 of Judgment, including the Settlement Agreement,¹ and the record in this action ("the
3 Litigation"). The matter having been submitted and good cause appearing,

4 IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

5 1. All defined terms contained herein shall have the same meaning as set forth in the
6 Settlement Agreement and the Motion for Approval of Settlement and Entry of Judgment. The
7 Labor Code Private Attorneys General Act, codified at California Labor Code section 2698 *et*
8 *seq.* is referred to herein as "PAGA."

9 2. The Litigation consists of a representative action by Tyler Nunaley (the "PAGA
10 Representative") against Sizewise Rentals LLC ("Sizewise") under PAGA for penalties on behalf
11 of the State of California and all PAGA Aggrieved Employees. PAGA Aggrieved Employees are
12 defined as: all persons who worked as hourly non-exempt employees in California between May
13 21, 2019 through March 22, 2022, excluding pay periods covered by the prior PAGA settlement
14 in *Jacob Buys on behalf of himself, all others similarly situated, and on behalf of the general*
15 *public v. Sizewise Rentals, LLC*, filed in the Superior Court of California, County of Sacramento,
16 on January 23, 2018, Case No. 34-2018-00225848-CU-OE-GDS.

17 3. The Court has jurisdiction over the subject matter of the Litigation and all parties
18 hereto.

19 4. The Court considered the claims, the settlement amount, and the allocation of
20 settlement proceeds among the PAGA Aggrieved Employees. The Court hereby finds the terms
21 of the Settlement are fair, adequate, and reasonable. The Court directs the parties to effectuate
22 the Settlement according to its terms.

23 5. The Court hereby appoints ILYM Group, Inc. to serve as the Settlement
24 Administrator.

25 6. In accordance with the Settlement Agreement, the Court hereby approves the
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1 "Settlement Agreement" refers to the PAGA Settlement and Release Agreement attached as
Exhibit 2 to the Declaration of John Glugoski filed on September 13, 2023.

1 Gross Settlement Amount of Ten Thousand Dollars (\$10,000.00).

2 7. The Court hereby approves a PAGA payment of \$7,500, of which \$5,625 is to be
3 distributed to the Labor and Workforce Development Agency ("LWDA") and \$1,875 is to be
4 distributed to the PAGA Aggrieved Employees.

5 8. The Court hereby approves the payment of Two Thousand Five Hundred Dollars
6 (\$2,500) to ILYM Group, Inc. for settlement administration costs.

7 9. The Settlement Administrator shall make the payments to the LWDA, the
8 Aggrieved Employees, and to the Settlement Administrator as provided for in the Settlement
9 Agreement.

10 10. Settlement checks that remain uncashed 180 or more calendar days after issuance
11 shall be cancelled and the Settlement Administrator shall tender the residual funds to the *cy pres*
12 beneficiary in accordance with the Settlement Agreement. The Court finds the *cy pres*
13 beneficiary, Legal Aid At Work, is appropriate pursuant to Code of Civil Procedure section
14 384(b).

15 11. All of the Released Claims are deemed adjudicated and extinguished with
16 prejudice as to the PAGA Representative, all of the other Aggrieved Employees, and the State of
17 California. The LWDA and all Aggrieved Employees are hereby permanently enjoined from
18 pursuing, or seeking to reopen, any Released Claims against any Released Parties.

19 12. The Court approves of the "Notice of Settlement" attached as Exhibit 1 to the
20 Further Supplemental Declaration of John Glugoski filed on November 6, 2023.

21 13. The Court further finds that Plaintiff's counsel has sufficiently demonstrated that
22 notice of the Settlement has been provided to the LWDA as required by Labor Code section
23 2699(l)(2).

24 14. Neither the Settlement Agreement nor any act performed or document executed
25 pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as
26 an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or
27 liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used
28 as an admission of, or evidence of, any fault or omission of the Released Parties, or any of them,

1 in any civil, criminal or administrative proceeding in any court, administrative agency or other
2 tribunal. Sizewise Rentals LLC or any of the Released Parties may file the Settlement and/or the
3 Judgment from this Litigation in any other action that may be brought against it or them in order
4 to support a defense or counterclaim based on principles of res judicata, collateral estoppel,
5 release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or
6 issue preclusion or similar defense or counterclaim.

7 15. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days
8 after entry pursuant to Labor Code section 2699(l)(3).

9 16. A Status Conference is set for September 20, 2024 at 9:00 a.m. in Department
10 304. A status report, accompanied by an admissible evidentiary declaration, shall be filed no
11 later than five court days prior to the Status Conference. The status report must include the
12 number of uncashed checks following settlement distribution and the total amount of residual
13 funds to be paid to the *cy pres* beneficiary, Legal Aid At Work.

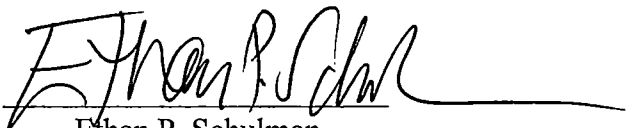
14 17. The Court hereby enters judgment in accordance with the terms of the Settlement.

15 18. Without affecting the finality of this Judgment in any way, this Court hereby
16 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
17 Settlement and all orders and judgments entered in connection therewith.

18 19. The Court reserves exclusive and continuing jurisdiction over the Action, the
19 PAGA Representative, the Aggrieved Employees and Sizewise Rentals LLC for the purposes of
20 supervising the implementation, enforcement, construction, administration and interpretation of
21 the Settlement Agreement and Judgment.

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23 IT IS SO ORDERED.

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25 Dated: November 8, 2023

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Ethan P. Schulman
Judge of the Superior Court

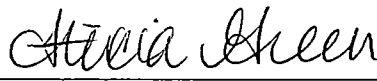
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 8, 2023, I electronically served ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: NOV. 08 2023

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk