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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ASHANTI BERRY, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PDS TECH, INC, a Washington corporation;
and DOES 1 through 100,

Defendants.

CASE NO. 20STCV18030

*[Case assigned for all purposes to the Hon.
Yvette M. Palazuelos, Dept. 09]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS
BROUGHT UNDER THE PAGA,
REASONABLE ATTORNEY'S
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: June 21, 2021
Time: 10:00 a.m.
Dept.: 09

Action Filed: May 8, 2020
Trial Date: None Set

1 On June 21, 2021, a hearing was held on Plaintiff Ashanti Berry's motion for approval of
2 a settlement agreement pursuant to California's Private Attorneys General Act (the "PAGA")
3 (the "Settlement"). The Court having considered all the papers filed and proceedings herein and
4 otherwise being fully informed, and having made this Judgment which constitutes a final
5 adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
8 have the same meaning as given in the PAGA Settlement Agreement ("Settlement")
9 executed between the Parties on _____, 2021.
- 10 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (1)(2) and (1)(4), the
11 Labor and Workforce Development Agency ("LWDA") has been given notice of the
12 Settlement. Pursuant to the PAGA, on the date the Parties filed the motion seeking
13 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice
14 of the Settlement enclosing a copy of the Settlement. The Court finds and determines
15 that Plaintiff's notice of the Settlement complied with the statutory requirements of
16 the PAGA.
- 17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the "PAGA Settlement Group Members":
19 All non-exempt, hourly employees who worked for Defendant in California and were
20 assigned to the Toyota warehouse in Ontario, California from May 8, 2019 to
21 September 30, 2019.
- 22 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
23 Settlement Group Members, and over those persons and entities undertaking
24 affirmative obligations under the Settlement.
- 25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
- 27 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
28 the Settlement Agreement.

- 1 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
2 Settlement, releases the following “Released Claims” against the Released Parties:
3 “Any and all claims based on the Private Attorneys General Act (2004), as pleaded in
4 Plaintiff’s Second Amended Complaint or that could have been pleaded on the facts
5 as alleged in the Second Amended Complaint, during the Covered Period.”
- 6 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
7 methodology used to calculate and pay each Settlement Share, in accordance with the
8 Settlement, are fair and reasonable.
- 9 9. The Court authorizes Phoenix Settlement Administrators to act as the Settlement
10 Administrator.
- 11 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
12 Shares, in accordance with the terms of the Settlement.
- 13 11. The Court awards the Settlement Administrator in this Action its fees and costs of up
14 to one thousand eight hundred and fifty dollars and zero cents (\$1,850.00) in
15 accordance with the terms of the Settlement Agreement.
- 16 12. The Court awards to Representative Plaintiff a payment of five thousand dollars and
17 zero cents (\$5,000.00), which shall be paid to Representative Plaintiff as a PAGA
18 Representative Enhancement award.
- 19 13. The Court awards to Plaintiff’s Counsel in this Action its fees of one hundred and five
20 thousand dollars and zero cents (\$105,000.00) and actual costs of \$13,006.16, in
21 accordance with the terms of the Settlement Agreement.
- 22 14. The Court approves the allocations and payment of Three Hundred Fifteen Thousand
23 Dollars (\$315,000.00) for the compromise of claims brought under the PAGA, to be
24 paid in accordance with the terms of the Settlement. Under the terms of the
25 Settlement, seventy-five percent (75%) of the Net Settlement Amount will be paid to
26 the State of California Labor and Workforce Development Agency (“LWDA
27 Payment”), and the remaining amount of the Net Settlement Amount shall be
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distributed to the PAGA Settlement Group Members in accordance with the terms of the Settlement.

15. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California State Controller’s Office Unclaimed Property Fund.

16. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well as the Settlement.

17. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment and Order simply represent a compromise of disputed allegations.

18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

19. Within _____ days of the date of this Order, the Parties are directed to file a joint status report regarding the status of the distribution of settlement proceeds. Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Honorable Yvette M. Palazuelos
Judge of the Superior Court