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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DENNIS GUTIERREZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

HOMEGOODS, INC., a Delaware corporation;
THE TJX COMPANIES, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

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

OCT 10 2024

BY

VALERIE URUENA, DEPUTY

Case No. CIVDS2017556

Assigned to the Hon. Christian Towns

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: October 9, 2024
Time: 8:30 p.m.
Place: Department S26

Complaint Filed: August 14, 2020
Trial Date: None Set

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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$3,050,000. After deducting the
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
7 net settlement amount of \$1,923,385.14 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$1,442,538.86, shall be paid to the California Labor and Workforce Development
9 Agency, and the remaining Twenty-Five Percent (25%), or approximately \$480,846.28, shall be paid to
10 Aggrieved Employees.

11 9. The Court hereby awards \$1,016,667 in attorneys' fees and \$39,947.86 costs. The award
12 of attorneys' fees and costs will be divided as follows: (a) \$813,333.60 in attorneys' fees and \$36,604.50
13 in litigation costs to Capstone Law APC; and (b) \$203,333.40 in attorneys' fees and \$3,343.36 in
14 litigation costs to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15 10. The Court approves a Service Award of \$10,000 to Dennis Gutierrez.

16 11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
17 approves Settlement Administration Costs of \$60,000.

18 12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
19 completion of settlement administration activities no later than October 9, 2025, as well as an amended
20 judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund maintained by The
21 State Bar of California.

22 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
23 who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the
24 PAGA Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
25 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
26 under PAGA is binding not only on the named employee plaintiff but also on state labor law
27 enforcement agencies and any aggrieved employee not a party to the proceeding).

28 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive

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and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

15. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 10.11.2024 C. Towns
Hon. Christian Towns
San Bernardino County Superior Court Judge