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March 26, 2025

FILED
Clerk of the Superior Court

APR 18 2025

7 Attorneys for Plaintiffs and Aggrieved Employees

By: J. Virissimo, Deputy

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 ROBERT JORDAN and CHANRAKSMEY
13 KAM, as individuals and on behalf of all
others similarly situated,

14 Plaintiffs,

15 vs.

16 THE JUNE GROUP, LLC, a California
17 limited liability company; and DOES 1
18 through 50, inclusive,

19 Defendants.

Case No. 37-2020-00030141-CU-OE-CTL

[Assigned for all purposes to the Honorable Loren
G. Freestone, Dept. C-64]

**[PROPOSED] ORDER APPROVING
SETTLEMENT AND JUDGMENT THEREON**

Date: April 18, 2025

Time: 10:30 a.m.

Dept.: C-64

Action Filed: August 27, 2020

1 The motion of Plaintiffs Robert Jordan and Chanraksmeey Kam (together, "Plaintiffs") for
2 an order approving the settlement of the above-captioned action and entering judgment thereon
3 ("Motion") having come before the Court, and the Court being duly apprised of the premises,
4 good cause appearing,

5 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
6 this action is hereby approved.

7 IT IS FURTHER ORDERED as follows:

8 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
9 shall have the same meaning as given in the PAGA Settlement Agreement ("Agreement" or
10 "Settlement Agreement") attached as Exhibit B to the Declaration of Mai Tulyathan filed in
11 support of the Motion.

12 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
13 Workforce Development Agency ("LWDA") has been given notice of the settlement. Pursuant to
14 the PAGA, on the date Plaintiffs filed the Motion seeking approval of the settlement with the
15 Court, Plaintiffs submitted to the LWDA a notice of the settlement enclosing a copy of the
16 Agreement. The Court finds and determines that Plaintiffs' notice of the settlement complied
17 with the statutory requirements of the PAGA.

18 3. The Court confirms approval of the settlement as to the following group of
19 individuals, collectively referred to as the "Aggrieved Employees": all current and former non-
20 exempt employees who worked for Defendant in California during the PAGA Period (the period
21 from June 24, 2019, to November 19, 2023).

22 4. This Court has jurisdiction over the subject matter of this litigation, over all
23 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
24 under the settlement.

25 5. The Court finds that the settlement is, in all respects, fair, reasonable, and
26 adequate. Accordingly, the Court hereby finally and unconditionally approves the settlement.

27 6. The Court finds that, in accordance with the Agreement, each Plaintiff and all
28 Aggrieved Employees, hereby do and shall be deemed to have fully and finally released and

1 discharged the Released Parties from all Released PAGA Claims that arose during the PAGA
2 Period. The Released PAGA Claims are limited to:

3 All claims for civil penalties under the PAGA for penalties based on
4 violations of Labor Code §§ 201-204, 226(a), 510, 1194, 1198,
5 1199, the California Minimum Wage Order, and the IWC Wage
6 Orders, arising out of the factual allegations, circumstances, and
7 primary rights in the First Amended Complaint in the Action and
8 PAGA notices, including the failure to pay all wages owed for time
spent undergoing employment orientation session and/or drug
testing as alleged, that accrued during the PAGA Period.

9 The Agreement neither releases the Released Parties from liability, if any, to Aggrieved
10 Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of
11 claims by Aggrieved Employees against the Released Parties for any individual wage and hour
12 claims.

13 7. The Court finds that the Gross PAGA Settlement Amount, PAGA Payment
14 amount, and the methodology used to calculate and pay each Individual PAGA Payment, in
15 accordance with the settlement, are fair and reasonable.

16 8. Phoenix Settlement Administrators is approved to serve as the Settlement
17 Administrator.

18 9. The Court authorizes the Settlement Administrator to calculate and pay the
19 Individual PAGA Payments, in accordance with the terms of the settlement.

20 10. The Court awards the Settlement Administrator in this Action its fees and costs in
21 the amount of \$13,995.00, in accordance with the terms of the Settlement Agreement.

22 11. The Court awards *each* Plaintiff a Service Award in the amount of \$2,500.00.

23 12. The Court awards Plaintiffs' counsel in this Action its fees of \$28,333.33 and
24 actual costs of \$3,579.04, in accordance with the terms of the Settlement Agreement.

25 13. The Court approves the PAGA Payment of \$34,092.63. Seventy-five percent
26 (75%) of the PAGA Payment will be paid to the State of California Labor and Workforce
27 Development Agency ("LWDA PAGA Payment"), and the remaining twenty-five percent (25%)
28 of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with the

1 terms of the settlement.

2 14. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
3 valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
4 Individual PAGA Payments uncashed after one hundred eighty (180) days will be disbursed to
5 the *cy pres* recipient Legal Aid at Work, a 501(c)(3) non-profit organization.

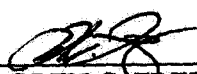
6 15. The Court retains exclusive and continuing jurisdiction over this Action for
7 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
8 and Order, as well as the settlement.

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

12 17. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
13 days of the date of this Order.

14 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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16 Dated: 4/18/2025


17 HON. LOREN G. FREESTONE
18 SUPERIOR COURT OF CALIFORNIA
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

Central
330 W. Broadway
San Diego CA 92101

SHORT TITLE: JORDAN VS THE JUNE GROUP LLC [IMAGED]

CLERK'S CERTIFICATE OF SERVICE BY MAIL

**CASE NUMBER:
37-2020-00030141-CU-OE-CTL**

I certify that I am not a party to this cause. I certify that a true copy of Order After Hearing was mailed following standard court practices in a sealed envelope with postage fully prepaid, addressed as indicated below. The mailing and this certification occurred at San Diego, California on 4/18/2025.

Clerk of the Court, by: J. Virissimo, Deputy

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CLERK'S CERTIFICATE OF SERVICE BY MAIL