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Attorneys for Plaintiff, ERNEST R. BENNICK,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ERNEST R. BENNICK, on behalf of himself
and all others similarly situated and aggrieved,

Plaintiff,

v.

PUMP, LLC, a California limited liability
company; KEN TODD, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV29819

[Assigned to the Hon. William F. Highberger
in Dept. 10]

~~[PROPOSED]~~ **JUDGMENT**

FILED
Superior Court of California
County of Los Angeles

04/28/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Memorandum of Understanding (“Settlement” or “Settlement
7 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons currently or formerly employed by defendants Pump, LLC, and Ken Todd (collectively, the
11 “Defendants”), either directly or through any subsidiary, staffing agency, or professional employer
12 organization, as non-exempt, hourly-paid employees in California at any time during the period
13 from August 6, 2016 through December 1, 2022 or on the date that the number of Workweeks
14 worked by Class Members amounts to 14,246, whichever is sooner (“Class Period”).

15 3. “Aggrieved Employees” means persons employed by Defendants in California who
16 worked for Defendants as non-exempt, hourly-paid employees in California at any time during the
17 period from August 6, 2019 through end of the Class Period (“PAGA Period”).

18 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
19 objected to the Settlement.

20 5. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary
21 to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no
22 later than 14 days after the Effective Date.

23 6. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator
24 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
25 PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
26 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
27 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
28 not precede disbursement of the Individual Class Payments and the Individual PAGA Payments.

1 7. For any Class Member whose Individual Class Payment check or Individual PAGA
2 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller's Office, Unclaimed Property Fund.

4 8. For the duration of the Class Period, all Participating Class Members, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, release Released Parties from all claims that were alleged,
7 or reasonably could have been alleged, based on the facts stated in the Operative Complaint
8 including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum
9 wages; (3) all claims for failure to provide compliant meal periods, or compensation in lieu thereof;
10 (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all
11 claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-
12 compliant wage statements; (7) all claims for failure to timely pay wages; (8) any alleged violation
13 of Labor Code section 226(c); (9) any alleged violation of Labor Code section 1198.5; (10) any
14 alleged violation of Labor Code section 2802; (11) any alleged failure to pay timely wages
15 conversion; and (12) all claims asserted through California Business & Professions Code section
16 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

17 9. For the duration of the PAGA Period, all Aggrieved Employees are deemed to release,
18 on behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
20 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
21 stated in the Operative Complaint and the PAGA Notice, including, claims for PAGA penalties
22 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with
23 alleged violations of Labor Code sections Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3,
24 246 *et seq.*, 351, 404, 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802, and 2810.5.

25 10. The "Released Parties" shall include: Defendants and each of their former, present and
26 future owners, parents, and subsidiaries, and all of their current, former, and future officers,
27 directors, members, managers, consultants, partners, shareholders, joint venturers, agents,
28 predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

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11. This document shall constitute a Judgment for purposes of California Rules of Court,
Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED:



A handwritten signature in black ink, reading "W. F. Highberger".

Dated: 4/28, 2025

William F. Highberger / Judge
Judge of the Superior Court