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on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

PRINCE BANZOUZI MALGHA,
on behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

WILINE NETWORKS INC., a
Delaware Corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 20-CIV-04862

ASSIGNED FOR ALL PURPOSES TO:

The Honorable V. Raymond Swope
Department 23

REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

Date: July 3, 2023

Time: 3:00 p.m.

Dept: 23

Complaint filed:

November 6, 2020

Trial date:

Not set

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Motion for Approval of Private Attorneys General Act ("PAGA") Settlement.

The "Total Settlement Amount" generated by the Private Attorneys General Act Settlement and Release ("Settlement Agreement" or "Settlement") agreed to between Plaintiff Prince Banzouzi Malgha, on behalf of himself and other Aggrieved Employees (defined below), and the State of California, on the one hand, and Defendant Wiline Networks Inc. (Defendant") is Two-Hundred Eighty-Five Thousand Dollars (\$285,000.00), which represents the maximum amount payable in this Settlement by Defendant and is the maximum amount Defendant can be required to pay under this Settlement. Through its Order Granting Motion for Approval of Private Attorneys General Act ("PAGA") Settlement, the Court has authorized the following distributions from the Gross PAGA Amount: (1) \$95,000.00 to Plaintiff's Counsel for attorneys' fees; (2) \$15,000.00 to Plaintiff's Counsel for litigation costs; and (3) \$10,000.00 to the administrator for the costs associated with administering the Settlement.

After the aforementioned deductions are made from the Total Settlement Amount, the remaining sum of \$165,000.00 constitutes the "Net Settlement Amount," which shall be distributed pursuant to Labor Code section 2699(i) as follows: 75% of the Net Settlement Amount, \$123,750.00, be paid to the Labor Workforce Development Agency; and 25% of the PAGA Fund, \$41,250.00, be paid to all former and current non-exempt employees of Defendant Wiline Networks, Inc. who were employed during the period of time between September 1, 2019 and June 23, 2022 (collectively, "Aggrieved Employees") according to the method set forth in the Settlement Agreement for calculating Individual Settlement Payments.

Pursuant to California Code of Civil Procedure section 664.6, and California Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over this action and the Parties, including after entry of this Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement.

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1 This document shall constitute a judgment for purposed of California Rules of
2 Court, Rule 3.769(h).

3 **IT IS SO ORDERED.**

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5 Dated: _____

The Honorable V. Raymond Swope
Judge of the Superior Court