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Attorneys for Plaintiff BRITTNEY JONES

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

BRITTNEY JONES in her representative
capacity on behalf of the State of California and
fellow Aggrieved Employees,

PLAINTIFF,

v.

ASD6 LLC; a California Limited Liability
Company, and DOES 1 through 50, Inclusive;

DEFENDANT.

CASE NO. 37-2021-00016864-CU-OE-CTL

**~~[PROPOSED]~~ JUDGMENT ON MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

[Assigned for all purposes to The Honorable
Timothy Taylor, Department C-72]

Date: April 15, 2022

Time: 1:30 p.m.

Location: Department C-72

Complaint filed: April 15, 2021

1 The Court, having approved Plaintiff Brittney Jones' Motion for Approval of PAGA
2 Settlement ("Motion"), hereby enters judgment as follows:

3 1. This Judgment incorporates the Stipulation of Settlement of PAGA Action and
4 Release of PAGA Claims ("Settlement Agreement") between Plaintiff Brittney Jones ("Plaintiff"),
5 on behalf of herself, other Aggrieved Employees, and the State of California, on the one hand, and
6 ASD6, LLC ("Defendant"), on the other hand.

7 2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
8 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
9 claims being released under the terms of the Settlement Agreement. The California Labor
10 Workforce Development Agency was provided with notice of the settlement and the motion for
11 approval of the settlement via its online process, and no objection has been received to the
12 settlement or the motion from the Labor Workforce Development Agency.

13 3. The Court has considered the nature of the claims, the amount paid in settlement,
14 which is \$135,000.00 ("Total Settlement Amount"), the allocation of settlement proceeds among the
15 Aggrieved Employees, and the fact that a settlement now will avoid substantial costs and risks if the
16 Parties were to continue to litigate the PAGA claims.

17 4. The Court has approved the terms set forth in the Settlement Agreement for
18 settlement of the PAGA claims and finds that the Settlement Agreement is, in all respects, fair,
19 adequate, and reasonable to those affected and is not unjust, arbitrary and oppressive, or
20 confiscatory. The Court also finds that the Settlement Agreement has been reached as a result of
21 extensive, non-collusive, arm's length negotiations. The Court has approved the Settlement as set
22 forth in the Settlement Agreement and directs the Parties to effectuate the PAGA settlement
23 according to the terms set forth in the Settlement Agreement.

24 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
25 admissions by the Released Parties of liability on any of the allegations alleged in the Action, nor is
26 this Order a finding of the validity of any allegations or of any wrongdoing by the Released Parties.

27 6. Pursuant to the terms of the Settlement Agreement, Defendant shall pay Plaintiff's
28 Counsel for their reasonable attorney's fees in an amount not to exceed one-third of the Total

1 Settlement Amount, (\$45,000.00), and actually incurred litigation costs not to exceed \$10,000.00 to
2 be paid from the Total Settlement Amount, as final payment for and complete satisfaction of any and
3 all attorney's fees and costs arising out of the Action. Plaintiff's Counsel's award of attorney's fees
4 shall be divided by Plaintiff's Counsel as follows: 50% to Zakay Law Group, APLC, and 50% to
5 The JCL Law Firm, APC.

6 7. Pursuant to the terms of the Settlement Agreement, Defendant shall pay ILYM
7 Group, Inc. for Administration Expenses in an amount not to exceed \$6,000.00 as compensation for
8 its fees and costs in administering this Settlement. This amount is to be paid from the Total
9 Settlement Amount.

10 8. Pursuant to the terms of the Settlement Agreement and the Private Attorneys General
11 Act, Labor Code section 2698, *et seq.*, the remaining sum estimated at \$74,000.00 shall be allocated
12 seventy-five percent (75%) or \$55,500.00 to be paid to Labor and Workforce Development Agency,
13 and twenty-five percent (25%) or \$18,500.00 to be paid to all Aggrieved Employees according to the
14 method set forth in the Settlement Agreement for calculating PAGA Penalty Payments. Individual
15 Aggrieved Employee Payments shall be mailed no later than fifteen (15) calendar days after the
16 Funding Date. The LWDA payment will be issued within five (5) calendar days of the Funding
17 Date.

18 9. Defendant will not be required to pay any additional or lesser amounts in connection
19 with the Settlement other than those amounts specifically set forth in the Settlement Agreement and
20 this Order.

21 10. If any Aggrieved Employee fails to negotiate their Individual Settlement Payment
22 check within one hundred and eighty (180) calendar days after issuance, the Administrator shall
23 forward the sums represented by the uncashed checks to the California State Bar's Justice Gap Fund.

24 11. This Judgement bars in a complete and final fashion all PAGA claims of non-exempt
25 employees who worked at ASD6, LLC at any time from January 15, 2020 to October 31, 2021
26 ("PAGA Period") against the Released Parties (defined as Defendant ASD6, LLC and its past and
27 present officers, directors, shareholders, owners, employees, agents, principals, representatives,
28 accountants, auditors, consultants, affiliates, related companies, parents, subsidiaries, successors in

1 interest, predecessors in interest, and attorneys) from any and all Released PAGA Claims (defined as
2 all PAGA claims which were asserted in Plaintiff's Complaint and Plaintiff's PAGA notice to the
3 LWDA, which include claims for PAGA penalties predicated upon the following: failure to provide
4 compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7,
5 and 512; failure to provide compliant rest periods or compensation in lieu thereof in violation of
6 Labor Code sections 226.7, and 512; failure to allow employees to take duty-free, off-the-premises
7 rest periods; failure to pay all minimum, regular, and overtime wages; failure to maintain true and
8 accurate records in violation of Labor Code sections 1174 and 1174.5; failure to pay all reporting
9 time wages; failure to provide accurate itemized wage statements in violation of Labor Code
10 sections 226, 226.2, 1174, and 1175; failure to reimburse employees for required business expenses
11 in violation of Labor Code section 2802; failure to timely pay wages due during, and upon
12 termination of employment; claims for violations of Labor Code sections 201, 202, 203, 204, 210,
13 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, and 2802; and
14 claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections
15 preceding and following section 2699).

16 12. The Court orders, adjudges, and decrees that Plaintiff, the Aggrieved Employees, the
17 LWDA, and any employee or other person acting as a private attorney general on the LWDA's
18 behalf, have released and forever discharged the Released Parties from the Released PAGA Claims
19 for the PAGA Period, and shall take nothing from the Released Parties except as expressly set forth
20 in the Settlement Agreement filed in conjunction with Plaintiff's Motion for Approval of PAGA
21 Settlement.

22 13. The releases set forth herein will take effect on the date that Defendant fully funds the
23 settlement.

24 14. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of
25 Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement,
26 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
27 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
28 the distribution of settlement benefits.

15. The Court hereby enters judgment of the entire Action, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 4/21/2022

Tim B Taylor

THE HONORABLE TIMOTHY B. TAYLOR