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on behalf of herself and other aggrieved employees

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

JUN 05 2025

BY _____
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

TRACEE STUART, on behalf of herself and other aggrieved employees,

Plaintiff,

vs.

AIO ACQUISITION, INC.; A.I.O. ACQUISITIONS D/B/A PERSONNEL CONCEPTS; BRADY CORPORATION; AND DOES 1 TO 100, INCLUSIVE,

Defendants.

Case No.: CIVSB2209113

PAGA ACTION

[*Assigned for all purposes to the Honorable Christian Towns, Dept. S-26*]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF A PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON

[*Filed concurrently with the Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement; Declaration of Malcolm E. Clayton in Support Thereof*]

Hearing Information:
Date: June 5, 2025
Time: 8:30 a.m.
Dept.: S-26

The Court, having reviewed and considered Plaintiff TRACEE STUART's ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement and all documents submitted in support of the motion, **HEREBY ORDERS AND ENTERS JUDGMENT AS FOLLOWS**:

1. The Court hereby grants Plaintiff's Motion for Approval of PAGA Settlement. For purposes of this Final Order and Judgment ("Order"), the Court adopts all defined terms as used in the Settlement Agreement. A copy of the Settlement Agreement is attached as **Exhibit 1** to the Declaration of Malcolm E. Clayton in Support of Plaintiff's Motion for Approval of PAGA Settlement and is made part of this Order.

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved Employees, and Defendant. The Aggrieved Employees consist of all individuals who were employed by Defendant in California and worked as a non-exempt hourly employee at any time from March 25, 2019 until on or about May 3, 2021. ("PAGA Period").

3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and provides genuine and meaningful relief consistent with the underlying purpose of PAGA to benefit the public.

4. The Court finds that notice of the Settlement was provided to the Labor and Workforce Development Agency ("LWDA"), as required by Labor Code § 2699.3. et. seq.

5. The Court approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case.

6. The Settlement Agreement is not an admission by Defendants or by any other of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by any Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor

any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

7. Defendant shall fund the Gross Settlement Amount no later than thirty (30) days after the Effective Date.

8. The entire Net Settlement Amount (the remainder of the Settlement Amount after deducting Plaintiff's counsel's fees ($80,000.00) and litigation expenses/costs (actually incurred of $11,145.96), and the costs of administration (not to exceed $2,750.00) from the $240,000.00 Settlement Sum) shall be allocated for payment of civil penalties shall be distributed 75% ($109,578.03) to the LWDA and 25% ($36,526.01) to the Aggrieved Employees.

9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee for Defendant during the PAGA Period, according to the terms of the Settlement Agreement. "Aggrieved Employees" means a person employed by Defendant in California and classified as an hourly non-exempt employee, who worked at least one pay period for Defendant at any time during the PAGA period. "PAGA Period" means the period from February 26, 2020, through June 11, 2024.

10. To the extent that there is any remainder in the Net Settlement Amount, such remainder shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by each Aggrieved Employee for Defendant during the PAGA Period.

11. The Settlement Administrator shall distribute funds pursuant to the procedure described in the Settlement Agreement.

12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

13. The Court hereby confirms Simpluris, Inc. as the Settlement Administrator and confirms that costs in the amount of no more than $2,750.00 for administration of the settlement are reasonable.

14. The Court hereby awards to PAGA Counsel attorneys' fees in the amount of one third (33 1/3%) of the Settlement Amount, which is $80,000.00 in attorneys' fees and attorneys' costs of $11,854.96. The payment of fees and costs to PAGA Counsel shall be made in accordance with the

terms of the Settlement.

15. All settlement checks will remain valid for 180 days after which the checks shall become null and void, and any monies remaining in the distribution account shall be transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

16. The Court further orders, adjudges and decrees that upon Approval by the Court of this Settlement and Defendant's full funding of the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees are deemed to release the Released Parties from any and all claims arising during the PAGA Period for civil penalties under PAGA based on violations of Labor Code sections 2802, and all other applicable labor code sections which were alleged in the PAGA Notice and subsequently pled in the PAGA Complaint and/or any Amended Complaint Plaintiff may file, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notice.

17. The Settlement Administrator shall file a final report by 5/20/26 indicating the total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds have been distributed.

18. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement and all order and judgment entered in connection therewith.

Dated: 6.5.2025

C. Towns

Hon. Christian Towns
San Bernardino County Superior Court Judge