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Attorneys for Plaintiff

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF CONTRA COSTA**

16 JESUS AGUILAR, on behalf of the State of
California, as a private attorney general,

17 Plaintiff,

18 vs.

19 B.I. INCORPORATED, a Corporation; and
20 DOES 1 through 50, inclusive,

21 Defendants.
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Case No.: MSC21-01170

~~PROPOSED~~ JUDGMENT

Hearing Date: August 31, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat
Dept.: 12

1 Plaintiff's motion for an order approving the Joint Stipulation of Settlement of PAGA Action
2 Claims and Release of PAGA Claims ("Agreement") duly came on for hearing on August 31, 2023,
3 before the above-entitled Court. The parties having settled this action and the Court having entered
4 an Order Approving PAGA Settlement and good cause appearing therefor,

5 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

6 1. Except as set forth in the Agreement, the Order Approving PAGA Settlement and
7 this Final Judgment, Plaintiff, and all Aggrieved Employees, shall take nothing in the Action. Each
8 party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement,
9 the Order Approving PAGA Settlement and in this Final Judgment.

10 2. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
11 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
12 supervise and adjudicate any dispute arising from or in connection with the distribution of

13 3. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
14 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
15 Member" has released the Released Parties from the "Released PAGA Claims" for the "PAGA
16 Period" as set forth in the Agreement.

17 4. As used in paragraph 3 above, the quoted terms have the meanings set forth below:
18 The PAGA Members are defined as all current and former non-exempt employees employed by
19 Defendant in California at any time during the PAGA Period. The PAGA Period means the period
20 of April 13, 2020 to January 8, 2023. Released PAGA Claims are defined as all claims, demands,
21 rights, liabilities and causes of action for civil penalties under PAGA alleged or that could have been
22 alleged based on the facts alleged in February 11, 2021 letter to the Labor & Workforce
23 Development Agency ("LWDA"), and the operative Complaint, that arose during the PAGA Period,
24 including claims for civil penalties under PAGA arising from alleged violations of *Labor Code*
25 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 510, 512, 558, 1194, 1197, 1197.1,
26 1198, 2802, and 2698 et seq., applicable IWC Wage Orders, and all PAGA penalties arising from
27 the violations alleged. The "Released Parties" means (a) Defendant and any direct or indirect
28 parents, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) any predecessors,

1 successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees,
2 officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals,
3 members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers,
4 shareholders, investment bankers, trusts, trustees, representatives, administrators, fiduciaries, heirs,
5 subrogees, and executors of any of the foregoing (a)-(b) in his, her, their, or its capacity as such.

6 5. This Court hereby grants approval and awards the following: (i) \$119,602.44 for the
7 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One Hundred Six
8 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$106,666.67) and actually
9 incurred expenses in the amount of Twelve Thousand Nine Hundred Thirty-Five Dollars and
10 Seventy-Seven Cents (\$12,935.77); (ii) the Class Representative Service Award to Class
11 Representative, Jesus Aguilar, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)
12 in exchange for a general release; (iii) settlement administration costs of Five Thousand Six Hundred
13 Eighty Dollars and Zero Cents (\$5,680.00) to ILYM Group, Inc. ("Settlement Administration
14 Expenses"); and (iv) One Hundred Thirty-Eight Thousand Five Hundred Thirty-Eight Dollars and
15 Seventeen Cents (\$138,538.17) (75% of the PAGA Settlement) to the Labor and Workforce
16 Development Agency ("LWDA Payment").

17 6. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
18 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
19 section 2699(1)(3).
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7. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court one (1) week before the compliance hearing set for July 18, 2024, at 9:00 a.m., in Dept. 12.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: SEP 15 2023

Hon. Charles S. Treat
Judge, Superior Court for the State of California,
County of Contra Costa