

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Dr., Ste 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

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

Plaintiff,

vs.

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

Defendants.

Case No.: MSC21-01170

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Judge Edward Weil

Dept.: 39

1 Plaintiff Jesus Aguilar (collectively “Plaintiffs”) with Defendant B.I. Incorporated
2 (“Defendant”) moved for approval of the proposed settlement of Plaintiff’s claims for civil
3 penalties under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
4 California Labor Code section 2699(l). Plaintiff seeks approval of the settlement, including the
5 Gross Settlement Amount (“GSA”) of \$320,000.00. The terms of the Joint Stipulation of
6 Settlement of PAGA Action and Release of PAGA Claims (the “Settlement Agreement”) provide
7 that a PAGA Settlement Amount of \$203,344.00 shall be paid from the \$320,000.00 GSA. The
8 Settlement Agreement also provides that (1) \$106,666.67 be paid to Plaintiff’s Counsel for payment
9 of attorneys’ fees; (3) up to \$20,000.00 be paid to Plaintiff’s Counsel for actual litigation costs
10 incurred; (3) \$6,000.00 be paid to ILYM Group, Inc. for the cost of administration of the settlement.
11 The Labor Workforce Development Agency was provided with notice of the settlement and the
12 motion via its online process and no objection has been received to the settlement or the motion.

13 Upon Defendant’s funding of the Gross Settlement Amount in full in accordance with the
14 terms agreed upon by the Parties, Plaintiff and PAGA Members will release the followings claims
15 against Defendant and any direct or indirect parents, subsidiaries, divisions, affiliates, and related
16 entities of Defendant; (b) any predecessors, successors, or assigns of any of the foregoing (a); and
17 (c) any past, present or future employees, officers, directors, affiliates, partners, joint venturers, co-
18 venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys,
19 accountants, insurers, reinsurers, shareholders, investment bankers, trusts, trustees, representatives,
20 administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his,
21 her, their, or its capacity as such (“Released Parties”): all PAGA Members are deemed to release
22 the Released Parties all claims, demands, rights, liabilities, and causes of action for civil penalties
23 under PAGA alleged or that could have been alleged based on the facts alleged in February 11,
24 2021 letter to the LWDA, and the operative Complaint, that arose during the PAGA Period,
25 including claims for civil penalties under PAGA arising from alleged violations of *Labor Code*
26 sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 351, 510, 512, 558, 1194, 1197, 1197.1,
27 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders, and all PAGA penalties arising from
28 the violations alleged (“Released PAGA Claims”). The release does not include underlying wage

1 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
2 disability, and workers' compensation, and claims outside of the PAGA Period.

3 Good cause appearing based on the reasons set forth in the motion for approval, the Court
4 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement
5 Agreement and the Net Settlement Amount of \$187,333.33, which shall be allocated and paid out
6 as set forth in the Settlement and in accordance with Labor Code section 2699(i).

7 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
8 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to
9 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
10 connection with the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

13
14
15 DATED: _____

16 _____
HON. EDWARD WEIL