

Julie A. Dunne (Bar No. CA-160544)
julie.dunne@us.dlapiper.com
Matthew Riley (Bar No. CA-257643)
matthew.riley@us.dlapiper.com
Vani Parti (Bar No. CA-308468)
vani.parti@us.dlapiper.com
DLA PIPER LLP (US)
401 B Street, Suite 1700
San Diego, California 92101-4297
Tel: 619.699.2700
Fax: 619.699.2701

Attorneys for Defendant
GMRI, INC.

[Plaintiff's counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

JAMIN WATSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GMRI, INC., a Florida corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0047042

**STIPULATION RE: SETTLEMENT
APPROVAL ORDER AND JUDGMENT;
~~[PROPOSED]~~ ORDER**

Complaint Filed: July 23, 2021

FAC Filed: August 3, 2021

Trial Date: None Set

Filed - 02/16/2023

Electronically filed by Superior Court of California
County of Placer on 02/16/2023
Jake Chatters, Clerk of the Court
By A. Nichols Deputy Clerk

1 William L. Marder (Bar No. CA-170131)
bill@polarislawgroup.com
2 POLARIS LAW GROUP
3 501 San Benito Street, Suite 200
Hollister, California 95023
4 Tel: 831.531.4214
Fax: 831.634.0333

5
6 Dennis S. Hyun (Bar No. CA-224240)
dhyun@hyunlegal.com
7 HYUN LEGAL, APC
515 S. Figueroa Street, Suite 1250
8 Los Angeles, California 90071
Tel: 213.488.6555
9 Fax: 213.488.6554

10 Majed Dakak (Bar No. CA-271875)
mdakak@kbslaw.com
11 KESSELMAN BRANTLY STOCKINGER LLP
12 1230 Rosecrans Ave., Suite 400
Manhattan Beach, California 90266
13 Tel: 310.307.4555
14 Fax: 310.307.4570

15 Attorneys for Plaintiff
JAMIN WATSON
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1 Plaintiff Jamin Watson and Defendant GMRI, Inc., by and through their attorneys of record,
2 hereby stipulate, subject to the Court's approval, that the Court should enter the proposed Settlement
3 Approval Order and Judgment attached hereto as Exhibit A, based on the following:

4 WHEREAS, on November 10, 2022, Plaintiff filed a motion for approval of the parties'
5 settlement of this Private Attorneys General Act action;

6 WHEREAS, prior to the February 2, 2023 hearing on Plaintiff's motion for approval, the
7 Court issued a tentative ruling to grant the motion, and the parties submitted on the tentative ruling;

8 WHEREAS, on February 2, 2023, the Court issued a minute order that adopted the tentative
9 ruling and stated, in part, "[t]he court incorporates by reference the findings and orders outlined in
10 the proposed order lodged on November 10, 2022"; and

11 WHEREAS, on February 6, 2023, counsel for Defendant spoke with the court clerk to
12 inquire whether the Court will be signing the proposed Settlement Approval Order and Judgment
13 that the parties attached to their settlement agreement, and the clerk advised that the parties need to
14 submit the proposed Settlement Approval Order and Judgment to the Court.

15 THEREFORE, the parties stipulate and agree that the Court should sign the proposed
16 Settlement Approval Order and Judgment attached hereto as Exhibit A, and enter judgment in this
17 action.

18 IT IS SO STIPULATED.

19 Dated: February 7, 2023

20 DLA PIPER LLP (US)

21 By: Matthew B. Riley
22 Matthew Riley
23 Attorneys for Defendant
GMRI, INC.

24 Dated: February 7, 2023

25 HYUN LEGAL, APC

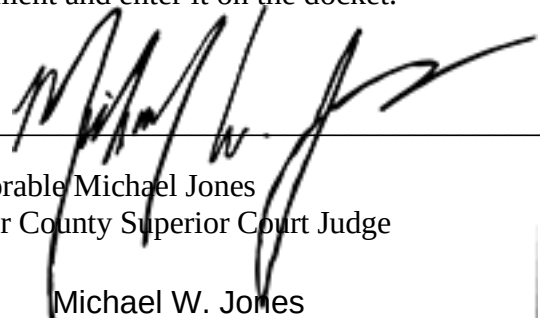
26 By: Dennis Hyun
27 Dennis Hyun
28 Attorney for Plaintiff
JAMIN WATSON

[PROPOSED] ORDER

Having considered the parties' stipulation, and in light of the Court's decision to approve the parties' settlement, the Court grants the parties' request that the Court sign the proposed Settlement Approval Order and Judgment attached to the parties' stipulation as Exhibit A. The Court will sign the Settlement Approval Order and Judgment and enter it on the docket.

IT IS SO ORDERED.

Dated: February 16, 2023



Honorable Michael Jones
Placer County Superior Court Judge

Michael W. Jones

Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

JAMIN WATSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GMRI, INC., a Florida corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO. S-CV-0047042

**~~[PROPOSED]~~ SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: July 23, 2021
FAC Filed: August 3, 2021
SAC Filed: January 11, 2023
Trial Date: None Set

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1 Settlement other than the Total Settlement Amount (\$350,000.00) specifically set forth in the
2 Settlement Agreement and this Order.

3 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
4 \$116,666.67, allocated as follows: \$38,888.89 to Hyun Legal, APC; \$38,888.89 to Polaris Law
5 Group, LLP; and \$38,888.89 to Kesselman Brantly Stockinger LLP. The attorneys' fees are to be
6 paid from the Total Settlement Amount as final payment for and complete satisfaction of any and
7 all attorneys' fees incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the above-
8 captioned Action.

9 7. The Court awards litigation costs to Plaintiff's Counsel in the total amount of
10 \$2,046.01, allocated as follows: \$282 to Hyun Legal, APC; \$1,679.33 to Polaris Law Group, LLP;
11 and \$84.68 to Kesselman Brantly Stockinger LLP. The litigation costs are to be paid from the Total
12 Settlement Amount as final payment for and complete satisfaction of any and all litigation costs
13 incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the above-captioned Action.

14 8. The Court awards Plaintiff a Service Award in the amount of \$7,500.00, to be paid
15 from the Total Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he
16 assisted Plaintiff's Counsel in the litigation of the above-captioned Action, and the award is
17 appropriate in light of Plaintiff's work on the case and the stated purposes of PAGA.

18 9. The Court appoints Rust Consulting, Inc. to serve as the Settlement Administrator.
19 The Court concludes that the Settlement Administration Costs in the amount of \$25,754.00 are
20 reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement
21 Amount.

22 10. The remaining PAGA Fund of \$198,033.32 shall be allocated as follows: 75% of the
23 PAGA Fund, or \$148,524.99, will be paid to the LWDA, and the remaining 25%, or \$49,508.33,
24 will be paid to all PAGA Employees pursuant to the calculation set forth in the Settlement
25 Agreement for calculating Individual Settlement Payments.

26 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
27 Judgment, shall be binding on the Parties. Plaintiff and PAGA Employees shall be bound by the
28 releases set forth in the Settlement Agreement. Specifically:

- a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and General Release to the Released Parties.
- b. Upon the Effective Date, Plaintiff as proxy for the State of California, and on behalf of all PAGA Employees, will be deemed to have provided the Released Parties with the PAGA Release.
- c. The releases provided under the settlement shall have *res judicata* effect on Plaintiff, the State of California, and the PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings fall within the scope of claims released as set forth in the Settlement Agreement.

12. Neither this Order and Judgment nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be construed as, or may be used as, an admission or concession by Defendant or the Released Parties of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault or liability as alleged in the above-captioned Action. Moreover, the fact that Defendant entered into and/or took action to implement the Settlement shall not be offered or received in evidence in any action or proceeding against Defendant in any court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions of this Order and Judgment and the Settlement Agreement; provided, however, that this Order and Judgment and the Settlement Agreement may be filed in any action against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment pursuant to California Code

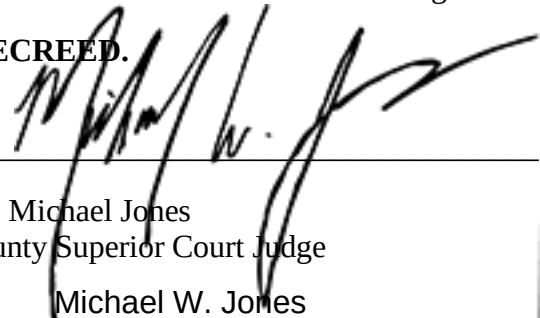
1 of Civil Procedure section 664.6.

2 14. Within ten (10) days after entry of this Order and Judgment, Plaintiff shall submit a
3 copy of this Order and Judgment to the LWDA pursuant to California Labor Code section
4 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Order and Judgment to
5 the LWDA, Plaintiff's Counsel shall file a declaration confirming that Plaintiff has complied with
6 California Labor Code section 2699(l)(3).

7 15. The Court hereby enters judgment of the entire above-captioned Action, with
8 prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

10 Dated: February 16, 2023

11 
12 Honorable Michael Jones
13 Placer County Superior Court Judge
14 Michael W. Jones
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