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FILED
February 8, 2023
Clerk of The Court
Superior Court of CA
County of Santa Clara
21CV382350
By: rwalker

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

KYLE CASSIDY, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

KEYENCE CORPORATION OF AMERICA,
a California Corporation,

Defendant.

Case No.: 21CV382350

**~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
JUDGMENT**

1 Plaintiff Kyle Cassidy's ("Plaintiff") Unopposed Motion for Approval of PAGA Settlement
2 ("Motion") came on for hearing before this Court. The Court having reviewed the Motion, and
3 supplementals declarations, the proposed Settlement Agreement attached as **Exhibit 1** hereto, the papers,
4 the arguments of counsel, and all other evidence and matters presented, and good cause appearing:

5 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that the Plaintiff's Motion is
6 **GRANTED**, subject to the following findings and orders:

7 1. All capitalized terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
10 the payment of the Gross Settlement Amount of \$300,000 in settlement of the claims for PAGA penalties,
11 attorneys' fees, and costs is fair, adequate, and reasonable. The Court finds that the PAGA settlement has
12 been reached as a result of informed and non-collusive arm's-length negotiations. The Court also finds
13 that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and
14 risks if the Parties were to continue to litigate the case. The Court has reviewed the penalties being
15 provided as part of the PAGA settlement and recognizes the significant value accorded to the Aggrieved
16 Employees and the Reimbursement Aggrieved Employees and to the State of California.

17 3. The Settlement is not an admission by Defendant or by any other party, nor is this Order a
18 finding of the validity of any allegation of wrongdoing by Defendant or any other party. Neither this
19 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
20 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
21 concession, or liability whatsoever by or against Defendant.

22 4. The Parties are directed to consummate the Settlement Agreement in accordance with its
23 terms.

24 5. The Court approves the appointment of Simpluris, Inc. as Administrator in this matter and
25 settlement administration costs not to exceed \$5,500 to be paid from the Gross Settlement Amount.

26 6. Defendant shall, within 21 days after the date of this Order, provide the Aggrieved
27 Employee and Reimbursement Aggrieved Employee List to the Settlement Administrator and fund the
28 GSA within 30 days after the date of this Order.

7. The Settlement Administrator is directed to distribute to each Aggrieved Employee and to
each Reimbursement Aggrieved Employee his or her Individual Settlement Payment by mailing via U.S.
First-Class mail a check for the allocated Individual Settlement Payment amount, along with the Notice
of PAGA Settlement, and any necessary tax reporting forms, to their last known address, pursuant to the
terms and schedule set out in the Settlement Agreement.

1 8. The deadline to cash settlement checks is 90 days after the mailing date. Any Individual
2 Settlement Payment checks that remain uncashed 120 days after the mailing date will be maintained in
3 the name of the aggrieved employee, and deposited by the Settlement Administrator in the California
4 State Controller's Unclaimed Property Fund.

5 9. The Court approves payment of \$20,000.00 in litigation costs to Plaintiff's Counsel,
6 HammondLaw, P.C., to be paid from the Gross Settlement Amount.

7 10. The Court approves payment of \$100,000 in attorneys' fees to Plaintiff's Counsel,
8 HammondLaw, P.C., to be paid from the Gross Settlement Amount. The Court finds that Plaintiff's
9 Counsel's hourly rates are reasonable in the context of complex group litigation.

10 11. The Court approves payment of \$7,500 as a Service Award to the Plaintiff, as set forth in
11 the Settlement Agreement and as supported by Plaintiff's Declaration.

12 12. The Court orders, adjudges, and decrees that, in consideration of the Gross Settlement
13 Amount and upon entry of the Order approving the Settlement, Plaintiff, Aggrieved Employees, Expense
14 Aggrieved Employees, and the LWDA will fully and finally release and discharge Released Parties from
15 claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, PAGA
16 Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the
17 violations alleged or that could have been alleged based on the facts alleged in the Action or the PAGA
18 Notices by Plaintiff, including, but not limited to, PAGA penalties for or arising out of the following:
19 misclassification as exempt, unpaid overtime wages, failure to pay overtime wages owed including by
20 failing to pay all overtime and double time at the correct regular rate of pay, failure to pay all wages owed
21 at discharge or resignation; failure to provide complete and accurate wage statements; failure to keep
22 complete and accurate payroll records; failure to reimburse necessary business-related expenses; and
23 violations of Labor Code sections 201, 202, 203, 210, 226, 510, 551, 552, 558, 1174(d), 1174.5, 1194,
24 1194.2, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802. This release shall apply to claims arising
25 during the PAGA Period and will be binding and effective upon Plaintiff, PAGA Members, and the
26 LWDA regardless of whether the PAGA Member cashes his or her settlement check. Released PAGA
27 Claims do not include any individual claims Aggrieved Employees and Expense Reimbursement
28 Aggrieved Employees may have.

 13. The Court orders, adjudges, and decrees that, in consideration of the Gross Settlement
Amount and upon entry of the Order approving the Settlement, Plaintiff, the Aggrieved Employees and
Reimbursement Aggrieved Employees, shall fully, finally, and forever release, settle, relinquish and
discharge the Defendant from any and all claims asserted in the Action under PAGA, or that could have
been asserted in the Action under PAGA based on the facts alleged.

1 14. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within 5
2 days of the date of this Order and Judgment.

3 15. A Compliance Hearing is scheduled for September 7⁶ 2023 at 1:30 p.m., to confirm that
4 distribution efforts are fully completed, including the distribution of the amount of the uncashed checks
5 to the California State Controller's Unclaimed Property Fund, that the Administrator's work is complete,
6 and that the court's file thus may be closed. A declaration from the Administrator must be filed at least
7 10 days before the Compliance Hearing.

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

9
10 Dated: _____ 2023
Signed: 2/8/2023 03:45 PM



Hon. Theodore C. Zayner
Judge of the Superior Court