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

AUG 20 2024

BY


LILIANA MARISCAL, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

KIRSTIE PRICE AND KYLE HICKS,
Individually, and on Behalf of all Others
Similarly Situated,

Plaintiffs,

vs.

BRADY WORLDWIDE, INC. dba BRADY
CORPORATION, AIO ACQUISITION,
INC. dba PERSONNEL CONECPTS; and
DOES 1 to 100, inclusive,

Defendants.

) CASE NO.: CIVSB2129829

) [Hon. Khymberli S. Apaloo : Dept. S25]

) ~~PROPOSED~~ ORDER APPROVING
) PAGA SETTLEMENT

) [Joint Stipulation To Approve PAGA
) Settlement; Declaration of Leah M. Beligan;
) and [Proposed] Final Judgment filed
) concurrently herewith]

) Complaint Filed: October 19, 2021

RECEIVED

JUN 18 2024

SUPERIOR COURT
SANDHILLS COUNTY

ORDER

The Court has reviewed and considered: (1) the Settlement Agreement and Release (“Settlement Agreement”) entered into by Plaintiffs Kirstie Price and Kyle Hicks (the “Representative Plaintiffs”) and Defendants Brady Worldwide, Inc. dba Brady Corporation and AIO Acquisition, Inc. dba Personnel Concepts (“Defendants”); and (2) the Stipulation for Approval of PAGA Settlement (the “Stipulation”), filed by those same parties in the above captioned-action, as well as all legal authorities and evidence submitted in support thereof. Having found this matter suitable for disposition without oral argument, and good cause appearing therefor, IT IS HEREBY ORDERED as follows:

1. All terms used herein shall have the same meaning as given them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this proceeding and over all parties. Pursuant to Labor Code §2698(1)(2) of the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§2698, *et seq.* (“PAGA”), the Court hereby approves the proposed settlement of the Lawsuit under the terms and conditions set forth in the Settlement Agreement, subject to the terms of this Order.

3. For purposes of the settlement, the Court finds that the “Allegedly Aggrieved Employees” employed by Defendants in California who worked between August 15, 2020 and the date the Court grants approval of the settlement. Notwithstanding the foregoing, any of Defendants former non-exempt employees who previously settled or released all of the claims covered by this settlement, or any person who previously was paid or received awards through civil or administrative actions for all of the claims covered by this settlement, shall not be an Allegedly Aggrieved Employee.

4. Subject to the terms of this Order, the Court finds that the terms set forth in the Settlement Agreement are fair and reasonable and therefore directs the parties to carry out and effectuate the settlement according to the terms in the Settlement Agreement.

5. The Court finds the Gross Settlement Amount of Three Hundred Thousand Dollars (\$300,000) provided for in the Settlement Agreement to be fair and reasonable. Under no condition will Defendants liability for payments under the Settlement Agreement exceed the Gross Settlement Amount.

6. The Court approves the distribution of the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

7. The Court approves the distribution of the “Net Settlement Amount,” as defined in the Settlement Agreement, according to the following allocations set forth in the Settlement Agreement: (a) seventy-five percent (75%) shall be allocated to the Labor & Workforce Development Agency (“LWDA”); and (b) twenty-five percent (25%) shall be allocated to the Allegedly Aggrieved Employees. The twenty-five percent (25%) allocated to the Allegedly Aggrieved Employees shall be distributed to those individuals based on their relative employment tenure with Defendant (in weeks).

8. Allegedly Aggrieved Employees shall not be required to submit a claim form to receive their respective shares, and Allegedly Aggrieved Employees shall not be permitted to exclude themselves from the settlement. The total and individual number of weeks of employment by Allegedly Aggrieved Employees during the Settlement Period shall be calculated according to Defendant's payroll records.

9. The Court approves an award of attorneys' fees to be paid to Representative Plaintiff's Counsel, Beligan Law Group, LLP, from the Gross Settlement Amount in the amount of One Hundred Thousand Dollars (\$100,000) (*i.e.*, 33.33% of the Gross Settlement Amount), and reimbursement of their costs in the amount of up to Fifteen Thousand Dollars (\$15,000) that were incurred in the prosecution of the Lawsuit. The Court finds such amounts reasonable in view of the results achieved in the Lawsuit and the time and effort expended by Representative Plaintiffs' Counsel.

10. The Court approves CPT Group, Inc. to act as the settlement administrator (the “Settlement Administrator”) for purposes of this settlement. The Court further approves payment from the Gross Settlement Amount to the Settlement Administrator for its reasonable fees, costs, and expenses incurred in administering this settlement in accordance with the terms of the Settlement Agreement in an amount not to exceed Ten Thousand Dollars (\$10,000).

11. The Court approves an enhancement award for the Representative Plaintiffs to be paid from the Gross Settlement Amount in the amount of ~~Ten~~^{Five} Thousand Dollars (~~\$10,000~~^{\$5,000}) for Kirstie Price and Five Thousand Dollars (\$5,000) for Kyle Hicks. This award is in addition to the Representative Plaintiffs' individual settlement payment.

12. The Court finds that as of the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows: Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

13. The Court approves the release of the Released Claims in accordance with the terms of the Settlement Agreement.

1 14. The Court finds that the foregoing release of claims under PAGA is not intended to
2 effect either a release or waiver of any individual or class claims asserted on behalf of the Allegedly
3 Aggrieved Employees outside of PAGA, nor is it intended to establish *res judicata* against any such
4 claims outside of PAGA.

5 15. The Court maintains jurisdiction to adjudicate any matters related to this Order.

6
7 **IT IS SO ORDERED.**

8 Dated: 8/20/24



The Honorable Khymberli S. Apaloo

JUDGE KHYMBERLI APALOO