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individually, and on behalf of others
8 similarly situated

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ALAMEDA

12 WENDY SANCHEZ, individually, and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 MITAC INFORMATION SYSTEMS CORP., a
17 corporation; CHECKONE, INC., a corporation;
CHECKONE LLC, a limited liability company;
18 and DOES 1 through 50, inclusive,

19 Defendants.

CASE NO.: 22CV005940

[Assigned for all purposes to the
Hon. Noël Wise Dept. 21]

~~PROPOSED~~ JUDGMENT

Hearing Date: September 17, 2024
Hearing Time: 1:30 p.m.
Department: 21

Action Filed: January 25, 2022
Trial Date: Not Set

FILED
Superior Court of California
County of Alameda

10/03/2024

Clad Fike, Executive Officer / Clerk of the Court

By: Nicole Hall Deputy
N. Hall

1 **~~PROPOSED~~ JUDGMENT**

2 Plaintiff WENDY SANCHEZ (“Plaintiff”)’s Motion for Final Approval of Class and
3 Representative Action Settlement (“Motion”) came before this Court on September 17, 2024 at
4 1:30 p.m. In accordance with the Order Granting Final Approval of Class and Representative
5 Action Settlement, the Court hereby ENTERS JUDGMENT AS FOLLOWS:

6 1. The Settlement Agreement is hereby deemed incorporated as if expressly set forth
7 herein. All terms used herein shall have the same meaning as defined in the Settlement.

8 2. Solely for purposes of effectuating the Settlement, this Court has certified a Class
9 defined as follows:

10 All current and former non-exempt employees of Defendants in the
11 State of California who were either directly employed by MiTac or
12 staffed by CheckOne at any MiTac facility in California within the
period from January 25, 2018 through July 31, 2023.

13 3. The Court finds that zero (0) Class Members have objected to the Settlement and
14 zero (0) Class Members have requested to be excluded from the Settlement.

15 4. Effective upon the Settlement Administrator’s receipt of the total Gross Settlement
16 Amount and the Employer’s Share of Payroll Taxes, Plaintiff, Settlement Class Members, and
17 PAGA Employees shall be deemed to have released their respective Released Claims against the
18 Released Parties, as set forth below.

19 5. The Released Parties are Defendants MiTac Information Systems Corp.,
20 CheckOne, Inc., and 40 HRS, Inc., and each of their former and present insurers, brands, concepts,
21 affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers,
22 directors, agents, attorneys, administrators, representatives, heirs, estates, and powers-of-attorney.

23 6. The Release by Participating Class Members is as follows: Upon the date that
24 Defendants have fully funded the Gross Settlement Amount, all Participating Class Members, on
25 behalf of themselves and their respective former and present representatives, agents, attorneys,
26 heirs, administrators, successors, and assigns, release Released Parties from all claims that were
27 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
28 Operative Complaint and any amendments thereto, including, claims for failure to provide

1 required meal periods and properly calculate the rate of compensation on premiums paid [Labor
2 Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 1-2001, §, 11]; failure to provide
3 required rest periods and calculate the rate of compensation on premiums paid [Labor Code §§
4 226.7, 512; IWC Wage Order No. 1-2001, § 12]; failure to pay overtime wages [Labor Code §§
5 204, 510, 1194, 1198; IWC Wage Order No. 1-2001, § 3]; failure to pay minimum wages [Labor
6 Code §§ 1194, 1197, 1197.1; IWC Wage Order No. 1-2001, § 4]; failure to pay all wages due to
7 discharged and quitting employees and to timely pay wages during employment [Labor Code §§
8 201, 202, 203, 204]; failure to maintain required records [Labor Code § 1174; IWC Wage Order
9 No. 1-2001, § 7]; failure to furnish accurate itemized wage statements [Labor Code §§ 226, 1174;
10 IWC Wage Order No. 1-2001, § 7]; failure to indemnify employees for necessary expenditures
11 incurred in discharge of duties [Labor Code § 2802]; and Unfair and Unlawful Business Practices
12 [Bus. & Prof. Code §§ 17200 et. seq.]. This includes all individual Labor Code claims based on
13 the above claims, including any “individual PAGA claim” as that term is defined by the law.
14 Participating Class Members do not release any other claims for vested benefits, wrongful
15 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
16 disability, social security, workers’ compensation, or claims based on facts occurring outside the
17 Class Period. Excluded Class Members are not included in this release. Settlement ¶ 6.2.

18 7. The Release of PAGA Claims is as follows: Upon the date that Defendants have
19 fully funded the Gross Settlement Amount, Plaintiff as agent and proxy of the LWDA and State of
20 California, and the LWDA, release the Released Parties from all claims for PAGA penalties
21 (including the 75% to the LWDA and the 25% to the aggrieved employees) that were alleged, or
22 reasonably could have been alleged, based on the PAGA Period factual allegations stated in the
23 Operative Complaint and any amendments thereto, the PAGA Notices, and ascertained in the
24 course of the Action, including but not limited to, claims for violation of the California Private
25 Attorneys General Act arising from Plaintiff’s claims for minimum wage violations; failure to pay
26 overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to
27 keep proper records; itemized wage statement violations; and failure to timely pay wages upon
28 termination and during employment. Through this release of PAGA Claims, the parties intend that

1 if any Aggrieved Employee were to assert a subsequent PAGA claim on behalf of the LWDA, that
2 Defendants could assert the Settlement as a defense to the Aggrieved Employees' PAGA claims
3 (which are pursued on behalf of the LWDA under California law). Settlement ¶ 6.3.

4 8. Plaintiff shall enter into a general release of all claims against the Releasees and a
5 waiver of the benefits of California Civil Code § 1542. Settlement ¶ 6.1.1.

6 9. The Court finds the Gross Settlement Amount of \$700,000, the Net Settlement
7 Amount, the PAGA Penalties allocation, and the methodology used to calculate and pay each
8 Settlement Class Member's Individual Class Payment and Aggrieved Employees' Individual
9 PAGA Payments are fair and reasonable, and authorizes the Settlement Administrator to pay the
10 Individual Class Payments to Participating Class Members, the Individual PAGA Payments to
11 Aggrieved Employees, and the LWDA PAGA Payment to the Labor and Workforce Development
12 Agency in accordance with the terms of the Settlement.

13 10. The Court approves and orders payment of a Class Representative Service Award
14 in the amount of \$7,500.00 to Plaintiff to be paid from the Gross Settlement Amount.

15 11. The Court also hereby approves and orders payment in the amount of \$50,000.00
16 for the PAGA Penalties allocation to be paid from the Gross Settlement Amount. The Court orders
17 that 75% of the PAGA Allocation (\$37,500.00) be paid to the California Labor and Workforce
18 Development Agency. The remaining 25% of the PAGA Penalties (\$12,500.00) shall be
19 distributed to Aggrieved Employees in accordance with the Settlement.

20 12. The Court hereby approves and orders payment of Class Counsel's attorneys' fees
21 in the amount of \$210,000.00, and Class Counsel's litigation expenses in the amount of
22 \$16,373.15, to be paid from the Gross Settlement Amount. The Court orders that \$21,000.00
23 (10%) of Class Counsel's requested attorneys' fees be held in trust by the Administrator until
24 completion of the distribution process and until the Court grants approval of the final accounting.

25 13. The Court hereby approves and orders payment of Settlement Administration Costs
26 in the amount of \$14,000.00 to Xpand Legal Consulting LLC, to be paid from the Gross
27 Settlement Amount.

28 14. The Court also hereby orders that any checks distributed to Settlement Class

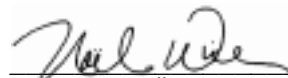
1 Members and/or Aggrieved Employees from the Gross Settlement Amount that remain uncashed
2 after 180 calendar days of being issued shall be transmitted to *cy pres* recipient Safe Place for
3 Youth after entry of an amended judgment, pursuant to Code of Civil Procedure § 384(b).

4 15. Without affecting the finality of this Judgment, the Court shall retain continuing
5 jurisdiction over this action and the parties, including all Settlement Class Members, and over all
6 matters pertaining to the implementation and enforcement of the terms of the Settlement
7 Agreements pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure
8 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with
9 or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
10 shall be presented to the Court for resolution.

11 16. This Judgment is intended to be a final disposition of the action in its entirety, and
12 is intended to be immediately appealable.

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

14 DATED: 10/03/2024



HON. NOËL WISE

Judge of the Superior Court

Noel Wise / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 10/15/2024 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
PLAINTIFF/PETITIONER: Wendy Sanchez		
DEFENDANT/RESPONDENT: MITAC INFORMATION SYSTEMS CORP., a corporation et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV005940

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 10/15/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk