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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 27 2023

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MICHAEL CARDA, on behalf of himself,
the LWDA, and all other Aggrieved
Employees,

Plaintiff,

v.

J&J SERVICES, INC., a corporation of
unknown origin; DEPUY SYNTHES SALES,
INC., a Massachusetts corporation, and
DOES 1 to 50 inclusive,

Defendants.

CASE NO: 30-2022-01242108-CU-OE-CXC

[Assigned to the Hon. William Claster, Dept.
CX-104]

**REVISED ~~PROPOSED~~ ORDER
APPROVING PAGA SETTLEMENT AND
JUDGMENT**

Date: June 9, 2023

Time: 9:00 a.m.

Complaint Filed: January 21, 2022

First Amended Complaint Filed: March 2, 2022

Trial Date: None Set

1 Plaintiff Michael Carda moved for approval of the proposed settlement of Plaintiff's claims
2 for civil penalties under the California Private Attorneys General Act ("PAGA"), pursuant to
3 California Labor Code section 2699, subdivision (1)(2). That motion was not opposed by
4 Defendants J&J Services, Inc. ("JJSI") or DePuy Synthes Sales, Inc. ("DePuy"). The parties seek
5 approval of the settlement, including the Gross Settlement Amount ("GSA") of \$7,000.00. The
6 Court issued a Minute Order on June 9, 2023. The Court's Minute Order provides that a PAGA
7 Penalty Fund of \$2,867 shall be paid from the \$7,000.00 GSA. The Court's Minute Order also
8 provides that (1) \$1,000.00 be paid to Plaintiff as his Service Award; (2) \$2,333 be paid to
9 Plaintiff's Counsel for payment of attorneys' fees; and (3) \$800.00 be paid to Plaintiff's Counsel
10 for actual litigation costs incurred. The Settlement Agreement also provides that Defendant DePuy
11 Synthes Sales, Inc. will pay for the settlement administration costs in addition to the Gross
12 Settlement Amount. Pursuant to Labor Code section 2699, subdivision (1)(2), the Labor and
13 Workforce Development Agency ("LWDA") was provided with notice of the settlement and the
14 motion via its online process and no objection has been received to the settlement or the motion.

15 Good cause appearing based on the reasons set forth in the joint motion for approval, the
16 Court hereby GRANTS the motion and approves the PAGA settlement as set forth in the
17 Settlement Agreement and Minute Order and the PAGA Penalty Fund of \$2,867, which shall be
18 allocated and paid out as set forth in the Settlement and in accordance with Labor Code section
19 2699, subdivision (i).

20 In addition to Plaintiff and the State of California, the individuals bound by this Judgment
21 are all hourly-paid non-exempt employees who worked for DePuy in California at any time from
22 November 17, 2020, through June 2, 2022 (collectively, the "PAGA Members"). According to
23 DePuy, there are approximately six PAGA Members, including Plaintiff.

24 For purposes of this Judgment, "Released Parties" means DePuy and each of its respective
25 former and present parents, subsidiaries and affiliated corporations including JJSI, and each of
26 their respective officers, directors, managing agents, employees, managers, partners, shareholders,
27 agents, insurers, and any other successors, assigns, or legal representatives, joint ventures, and any
28 joint employers.

1 Also for purposes of this Judgment, “Released Claims” means any and all claims for
2 PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the
3 Complaint and/or the PAGA Notice. The “PAGA Notice” means the notice submitted to the
4 LWDA on or about November 15, 2021, by Plaintiff with respect to the PAGA claims asserted in
5 this action.

6 By operation of this Judgment, Plaintiff, all PAGA Members, and the State of California
7 hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised,
8 relinquished, and discharged any and all of the Released Parties of and from any and all Released
9 Claims that arose at any time from November 17, 2020, through June 2, 2022. (See *Arias v.*
10 *Superior Court* (2009) 46 Cal.4th 969, 986 [holding that, “with respect to the recovery of civil
11 penalties, nonparty employees as well as the government are bound by the judgment in an action
12 brought under” PAGA].)

13 ~~This release by Plaintiff, each PAGA Member, and the State of California is intended to~~
14 ~~settle any and all of the Released Claims that arose at any time from November 17, 2020, through~~
15 ~~June 2, 2022, whether known or unknown, that any of them may have against the Released Parties.~~

16 Within 14 calendar days of the Effective Date, DePuy shall remit payment of the GSA to
17 the Settlement Administrator.¹

18 The Settlement Administrator is to file a declaration no later than February 9, 2024, to
19 confirm that the distribution of funds to PAGA Members is complete. Upon receipt of the
20 Settlement Administrator’s declaration, the Court will determine whether further briefing or a
21 hearing is necessary.

22 Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing
23

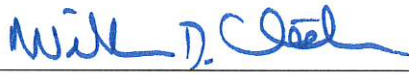
24 ¹ The Effective Date means the date the Settlement Agreement is approved and this Order and Judgment becomes final
25 and no longer appealable. For this purpose, “final and no longer appealable” shall mean the later of: (a) the day after
26 the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this
27 Agreement may be timely filed and none is filed (i.e., 61 days after notice of entry of judgment is served on the
28 LWDA); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other
manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further
review of the order and judgment approving the Settlement Agreement passes, and no further review is requested; or
(c) if an appeal is filed and the order approving the Settlement Agreement is affirmed and further review of the order
is requested, the day after the review is finally resolved and the order and judgment approving the Settlement
Agreement is affirmed.

1 jurisdiction over this action and the parties, including after entry of this Judgment, to the fullest
2 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
3 Agreement.

4 Pursuant to Labor Code section 2699, subdivision(1)(3), Plaintiff shall submit a copy of this
5 Judgment to the LWDA within 10 days after entry of the Judgment.

6
7 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
8 **ENTERED ACCORDINGLY.**

9
10
11 DATED: 6-27-23


12 HON. WILLIAM CLASTER
ORANGE COUNTY SUPERIOR COURT JUDGE

13 Approved as to form and content:

14
15 Dated: June 16, 2023

ACKERMANN & TILAJEF, P.C.
LAW OFFICE OF TATIANA HERNANDEZ P.C.

17 By: /s/Craig J. Ackermann

18 Craig J. Ackermann
19 Avi Kreitenberg
20 Tatiana Hernandez
Attorneys for Plaintiff
MICHAEL CARDA

21
22 Dated: June 16, 2023

EPSTEIN BECKER & GREEN, P.C.

23 By: /s/Chelsea Hadaway

24 Michael S. Kun
25 Kevin D. Sullivan
26 Chelsea Hadaway
Attorneys for Defendants
J&J SERVICES, INC. and
DEPUY SYNTHES SALES, INC.

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PROOF OF SERVICE

Michael Carda, et al. v. J&J Services, Inc., et al.
Case No. 30-2022-01242108-CU-OE-CXC

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 315 S. Beverly Drive, Ste. 504, Beverly Hills, California 90212.

On the date of execution below, I served the document(s) described as:

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

upon the following person(s) in the following manner:

Michael S. Kun
Kevin D. Sullivan
Chelsea Hadaway
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067
mkun@ebglaw.com
ksullivan@ebglaw.com
chadaway@ebglaw.com

Representing: Defendants J&J
SERVICES, INC. and DEPUY
SYNTHES SALES, INC.

X (By Electronic Service) Based on a court order, local rule, or agreement of the parties to accept service by email or electronic transmission, I caused the documents to be sent to the person(s) at the email address(es) listed herein. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on **June 16, 2023** in Beverly Hills, California



Jaelyn Blackwell