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KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: [Signature] DEPUTY CLERK

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Attorneys for Plaintiff, *Maria L. Grande*

Attorneys for Plaintiff, *Melesio C. Sebastian*, on following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MARIA L. GRANDE, individually, and
MELESIO CENOBIO SEBASTIAN,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

SHARJO, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: MSC21-02503
Case No.: C22-01773

[Honorable Charles S. Treat, Department 12]

**AMENDED ~~PROPOSED~~ JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AGREEMENT**

FINAL APPROVAL HEARING

Date: July 25, 2024

Time: 9:00 a.m.

Dept: 12

Complaint Filed: November 12, 2021

Trial Date: Not Set

1 Eric B. Kingsley (SBN 185123)
2 Liane Katzenstein Ly (SBN 259230)
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12 Attorneys for Plaintiff, *Melesio C. Sebastian*

1 The Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class and
2 PAGA Action Settlement Agreement on February 28, 2024. Plaintiffs Maria L. Grande and Melesio
3 C. Sebastian ("Plaintiffs") now move the Court for an Order and Judgment Granting Final Approval
4 of the same Joint Stipulation of Class and PAGA Action Settlement Agreement ("Settlement")
5 between Plaintiffs and Defendant Sharjo, Inc. ("Defendant"), attached to the Declaration of Kane
6 Moon in Support of Plaintiffs' Motion for Final Approval of Class and PAGA Action Settlement
7 Agreement as **Exhibit 3**.

8 The Court, having considered Plaintiffs' Notice of Motion and Motion for Final Approval of
9 Class and PAGA Action Settlement Agreement ("Motion"), the supporting Declarations and Exhibits
10 therein, the records and files in this Action, and the absence of any written objections to the
11 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS**
12 **FOLLOWS:**

13 The Court, for purposes of this Final Judgment, refers to all defined terms as set forth in the
14 Settlement.

15 The Court has jurisdiction over all claims asserted in this Action, Plaintiffs, all Participating
16 Class Members, all Aggrieved Employees, and Defendant.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all current
20 and former persons who worked for Defendant in California as hourly or non-exempt employees at
21 any time during the time period from August 24, 2018, through November 26, 2023. *Settlement*, ¶ 1.5.

22 No Class Members have objected to the terms of the Settlement, and no Class Members have
23 requested exclusion from the Settlement. *Declaration of Gillian McCreedy* ("McCreedy Decl."), ¶¶
24 11, 12.

25 Effective on the date Defendant fully funds the entire Gross Settlement Amount and all
26 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all
27 Participating Class Members, and all Aggrieved Employees will release claims against all Released
28 Parties as stated in the Settlement and reproduced here. *Settlement*, ¶ 5.

1 **1. Plaintiffs' Release.** Plaintiffs and their respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from all claims, transactions, or
4 occurrences that occurred during the Class Period, including, but not limited to: (a) all
5 claims that were alleged, or reasonably could have been alleged, based on the facts
6 stated in the Operative Complaint and ascertained in the course of the Action,
7 including, any and all claims involving any alleged unpaid wages, including
8 minimum, overtime, and regular rate wages; missed meal and rest periods;
9 unreimbursed business expenses; failure to maintain accurate records; waiting time
10 penalties; paystub violations; and unfair business practices; and (b) all claims for
11 PAGA Penalties that were alleged, or reasonably could have been alleged, based on
12 the PAGA Period facts stated in the Operative Complaint and PAGA Notice,
13 ascertained in the course of the Action, and released under Section 5.2. For purposes
14 of Plaintiffs' Release, Plaintiff expressly waives and relinquishes the provisions,
15 rights, and benefits, if any, of Section 1542 of the California Civil Code. *Settlement*, ¶
16 5.0.

17 **2. Participating Class Members' Release.** All Participating Class Members, on behalf
18 of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release Released Parties from
20 (i) all claims that were alleged, or reasonably could have been alleged, based on the
21 facts stated in the Operative Complaint and ascertained in the course of the Action,
22 including, any and all claims involving any alleged (a) failure to pay all minimum
23 wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods,
24 or premium pay for non-compliant meal periods; (d) failure to authorize and permit
25 rest periods, or premium pay for non-compliant rest periods; (e) failure to issue
26 accurate, itemized wage statements and maintain payroll records; (f) failure to pay all
27 wages due upon separation of employment; (g) failure to reimburse necessary business
28 expenses; (h) all claims under California Business and Professions Code sections

1 17200 for unfair business practices that could have been premised on the facts, claims,
2 causes of action or legal theories described above; (i) violation of or claims under the
3 following sections of the California Labor Code sections 201, 202, 203, 204, 206,
4 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
5 1197.1, 1198, 1199, 2802; and (j) violation of the California Industrial Wage Orders
6 that could have been premised on the facts, claims, causes of action or legal theories
7 described above, as well as any potential penalties, interest or attorneys' fees
8 associated with all of such causes of action under California law. *Settlement*, ¶¶ 1.39,
9 5.1.

10 **3. Aggrieved Employees' Release.** All Aggrieved Employees, on behalf of themselves
11 and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, release Released Parties from all claims for
13 PAGA Penalties that were alleged, or reasonably could have been alleged, based on
14 the PAGA Period facts stated in the Operative Complaint and the PAGA Notices and
15 ascertained in the course of the Action. *Settlement*, ¶¶ 1.40, 5.2.

16 **4. Released Parties.** Defendant and all related companies, subsidiaries, owners,
17 shareholders, founders and members, agents (including, without limitation, any
18 investment bankers, accountants, insurers, reinsurers, attorneys, and any past, present
19 or future officers, directors, and employees) predecessors, successors, heirs, executors,
20 administrators, and assigns, and all persons acting by, through, under, or in concert
21 with any of them. *Settlement*, ¶ 1.41.

22 **5. Effective Date and Funding.** Either (a) sixty-five (65) days after Final Approval; (b)
23 the day after an Appeal is dismissed or withdrawn; or (c) the day an Appeal is decided
24 and upholds the propriety of the Settlement. *Settlement*, ¶ 1.19. No later than seven (7)
25 days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount
26 and the amounts necessary to fully pay their share of payroll taxes by transmitting the
27 funds to the Administrator. *Settlement*, ¶ 4.2.
28

1 The Gross Settlement Amount and methodology used to calculate and pay the Individual
2 Class Payments and Individual PAGA Payments are fair and reasonable. The Administrator is
3 authorized to pay the Individual Class Payments and Individual PAGA Payments to the Participating
4 Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

5 Defendant shall pay a total of \$1,180,000.00 to resolve this Action. *Settlement*, ¶¶ 1.23, 3.0.
6 No later than seven (7) days after the Effective Date, Defendant will remit the Gross Settlement
7 Amount and the amounts necessary to fully pay its share of payroll taxes to the Administrator.
8 *Settlement*, ¶ 4.2. No later than fourteen (14) days after receiving the Gross Settlement Amount in
9 full, the Administrator shall distribute all payments from the Settlement fund. *Settlement*, ¶ 4.3.

10 From the Gross Settlement Amount, PAGA Penalties in the amount of \$50,000.00 shall be
11 paid to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved
12 Employees. The LWDA shall receive 75% of the PAGA Penalties, or \$37,500.00, and the Aggrieved
13 Employees shall receive 25% of the PAGA Penalties, or \$12,500.00, pursuant to the California
14 Private Attorneys General Act of 2004, Labor Code sections 2699, et seq. *Settlement*, ¶ 3.1.5.

15 From the Gross Settlement Amount, a Class Representative Service Payment in the amount of
16 \$7,500.00 shall be paid to Plaintiff Maria L. Grande and a Class Representative Service Payment in
17 the amount of \$7,500.00 shall be paid to Plaintiff Melesio C. Sebastian for their services to the Class
18 and general release of claims. *Settlement*, ¶¶ 3.2.1, 5.0. Maria L. Grande and Melesio C. Sebastian are
19 hereby confirmed as Class Representatives.

20 From the Gross Settlement Amount, a Class Counsel Fees Payment of one-third of the Gross
21 Settlement Amount, or \$393,333.33, and a Class Counsel Litigation Expenses Payment of \$30,000.00
22 shall be paid to Class Counsel for their reasonable fees and actual costs incurred in furtherance of this
23 Action. *Settlement*, ¶ 3.1.2; *Moon Decl.*, Exh. 6; *Ly Decl.*, Exh D. The Parties shall otherwise bear
24 their own respective attorneys' fees and costs. The Court finds that the fees are reasonable in light of
25 the benefit provided to the Class. Moon Law Group, P.C. and Kingsley & Kingsley, APC are hereby
26 confirmed as Class Counsel. The Court further finds that fees and costs shall be distributed to Class
27 Counsel as set forth in the Settlement, except that **five percent of the fees are to be withheld by the**
28 **Administrator, Simpluris, Inc., pending satisfactory compliance as found by the Court.**

1 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
2 \$9,000.00 shall be paid to the designated Administrator, Simpluris, Inc. *Settlement*, ¶ 3.1.3; *McCreedy*
3 *Decl.*, ¶ 18.

4 The Notice provided to the Class conformed with the requirements of California Rules of
5 Court rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances,
6 providing individual notice to all Class Members who could be identified through reasonable effort
7 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
8 *McCreedy Decl.*, ¶¶ 5-9. The Notice fully satisfies the requirements of Due Process.

9 The Parties are ordered to have notice of this Final Judgment provided to all Participating
10 Class Members and Aggrieved Employees, in accordance with California Rules of Court section
11 3.771(b), and to have the Individual Class Payments and Individual PAGA Payments issued via First
12 Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor Code section
13 2699(1). *Settlement*, ¶ 4.3.1.

14 Following entry of this Judgment, the Court shall retain jurisdiction over the Parties, Action,
15 and Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
16 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by
17 law. *Settlement*, ¶ 9.2.

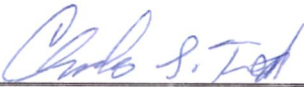
18 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
19 to be immediately appealable.

20 Plaintiffs' Motion is hereby granted, and the Court directs that this Judgment shall be entered
21 in accordance with the terms of the Order.

22 The Court sets a Compliance Hearing Re: Distribution on **May 12, 2025**, at 9:00 a.m., in
23 Department ³⁹~~12~~. Class Counsel is ordered to file a final report and declaration regarding distribution no
24 later than **May 5, 2025**.

25 **IT IS SO ORDERED.**

26 DATE: 7/31/24

27 
28 Honorable Charles S. Treat, Judge of the Superior Court of
California for the County of Contra Costa

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor, Los Angeles, California 90017. On **July 25, 2024**, I served the foregoing document described as:

AMENDED [PROPOSED] JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Peter J. Woo Sherry Hamilton Jonathan Stilz JACKSON LEWIS P.C. 200 Spectrum Center Drive, Suite 500 Irvine, CA 92618 Telephone: (949) 885-1360 Facsimile: (949) 885-1380 Email: peter.woo@jacksonlewis.com Email: sherry.hamilton@jacksonlewis.com Email: jonathan.stilz@jacksonlewis.com Attorneys for Defendant Sharjo, Inc.	Eric B. Kingsley (SBN 185123) Liane Katzenstein Ly (SBN 259230) Jessica Bulaon (SBN 340749) KINGSLEY & KINGSLEY, APC 16133 Ventura Boulevard, Suite 1200 Encino, California 91436 Telephone: (818) 990-8300 Fax: (818) 990-2903 Email: eric@kingsleykingsley.com Email: liane@kingsleykingsley.com Email: jessi@kingsleykingsley.com Attorneys for Plaintiff, Melesio Cenobio Sebastian
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☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this, **July 25, 2024** at Los Angeles, California.

Steven Delgado
Type or Print Name

/s/ Steven Delgado
Signature