

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Having considered the foregoing Stipulation, and good cause appearing therefor,

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that:

4 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
5 as set forth in the Settlement Agreement and Release of PAGA Claims attached as Exhibit "2" to
6 the foregoing Stipulation.

7 2. The Settlement is hereby accepted and approved;

8 3. Plaintiff and all PAGA Settlement Members shall have, by operation of this Final
9 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the
10 Released Parties from all Released Claims as follows:

11 "Released Claims" means all claims for relief under PAGA, of whatever kind or nature,
12 whether known or unknown, arising during the Covered Period, based on the facts alleged
13 by Plaintiff in the Action and Plaintiff's notice letter to the LWDA including, but not
14 limited to, Labor Code sections 201, 201.3, 202, 203, 204, 205.5, 218, 218.6, 226, 226.3,
15 226.7, 246, 256, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2,
16 1197, 1197.1, 1198, 2802, 2699, and the applicable IWC Wage Orders, and any resulting
17 claim for attorneys' fees and costs under PAGA.

18 "PAGA Period" shall mean November 12, 2020 to the earlier of June 1, 2022, or
19 the date the settlement is approved by the Court.

20 "Released Parties" shall mean Defendants, and each of its respective current
21 and former, direct and indirect owners, parents, subsidiaries, brother-sister
22 companies, and all other affiliates and related entities, and their current and
23 former partners, officers, directors, employees, attorneys, agents, and other
24 related parties.

25 "PAGA Members" The PAGA Members (also referred to herein as the
26 "Aggrieved Employees") included in the Settlement are non-exempt hourly paid
27 employees of Defendant Balance Staffing Workforce, LLC assigned to work at
28 Defendant Eckert Cold Storage in California for the period from November 12,
2020 to the earlier of June 1, 2022, or the date the settlement is approved by the
Court ("Covered Period").

4. The Parties shall bear their own respective attorneys' fees and costs, except as
otherwise provided for in the Settlement and approved by the Court.

1 5. The Settlement is not an admission by Defendants, nor is this Order a finding of the
2 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
3 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
4 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
5 whatsoever by or against Defendants.

6 6. Defendants shall pay the PAGA Settlement Members, Plaintiff's Counsel, the Labor
7 and Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to
8 the terms of the Settlement:

- 9 a. Actual administration costs of up to \$15,000.00, payable to the Settlement
10 Administrator for administration of the Settlement;
- 11 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$29,750.00 (35%).
- 12 c. Reimbursement for actual costs incurred by Plaintiff's Counsel, not to exceed
13 \$15,000.00;
- 14 d. \$7,000 to Plaintiff Leonel Garcia in exchange for a general release with Civil
15 Code section 1542 waiver; and
- 16 e. The remaining amount to the PAGA Fund, which shall be allocated as set forth in
17 Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25%
18 to the PAGA Settlement Members on a pro-rata basis. The Administrator will
19 cancel all checks that remain uncashed 180 days from the mailing date and
20 forward such amounts to the California State Controller's Office for Unclaimed
21 Property in the names of the PAGA Settlement Members who did not cash their
22 check prior to the void date.

23 7. Defendants' payment shall be made to the administrator as follows: within 30 days of
24 Court approval (assuming that the LWDA has not intervened or indicated in any way that it
25 intends to intervene in the settlement). If the LWDA has intervened, or indicated that it may
26 intervene, payment will be due 30 days after any such intervention is resolved, or the LWDA
27 indicates that it is no longer going to intervene in the Action.

1 8. The Court finds that the fees requested by Plaintiff's Counsel of thirty-five percent
2 (35%) of the total settlement amount are reasonable, and the costs requested of up to \$15,000.00
3 are reasonable and necessary for the prosecution of this action. The Court hereby awards
4 attorney's fees in the amount of \$29,750.00 and costs in the amount not to exceed \$15,000.00 to
5 Plaintiff's Counsel for their attorney's fees and costs. The payment of fees and costs to
6 Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

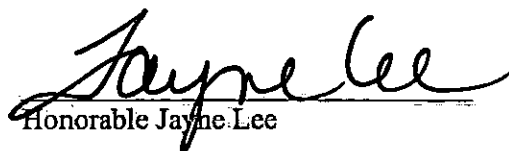
7 9. The Court approves of the proposed letter attached to the Settlement Agreement and
8 Release of PAGA Claims as Exhibit A to be sent to PAGA Settlement Members along with their
9 respective settlement check.

10 10. This action is dismissed with prejudice.

11 11. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within thirty
12 calendar days after receiving notice of entry of the Order and Judgment. Plaintiff is ordered to
13 provide evidence of such submission to Defendants.

14 12. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action,
15 the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret,
16 enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

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20 DATED: 7/29/22


Honorable Jayne Lee

JUDGE OF THE SAN JOAQUIN
SUPERIOR COURT