

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

CAMREE LYNN, on behalf of the State of
California a private attorney general,

Plaintiff,

v.

BLUE LINK WIRELESS, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-22-599665

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: May 2, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 17, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on May 2, 2023, the Court entered the Judgment
3 in the above entitled action. A true and correct copy of the Judgment is attached hereto as
4 Exhibit #1.

5 Respectfully submitted,

6
7 Dated: May 3, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug
11 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On May 3, 2023, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

XX (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Caroline P. Donelan, Esq.
William J. Anthony, Esq.
BLANK ROME, LLP
Caroline.Donelan@blankrome.com
William.Anthony@blankrome.com
2029 Century Park East, 6th Floor
Los Angeles, CA 90067

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 3, 2023, at San Diego, California.

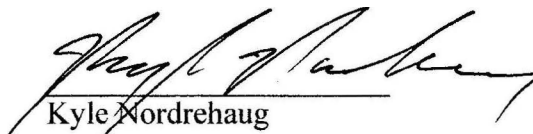

Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

FILED
San Francisco County Superior Court

MAY 2 2023

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

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

CAMREE LYNN, on behalf of the State of
California a private attorney general,

Plaintiff,

vs.

BLUE LINK WIRELESS, LLC, a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: CGC-22-599665

[PROPOSED] JUDGMENT

Hearing Date: May 2, 2023

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Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 17, 2022

Trial Date: None Set

1 **JUDGMENT**

2 The Motion To Approve PAGA Settlement by Plaintiff Camree Lynn ("Plaintiff") was
3 granted. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
4 in this action and is authorized to act as private attorney general with respect to the PAGA claims
5 being released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"),
6 which is incorporated by reference. The California Labor Workforce Development Agency was
7 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
8 online process and no objection has been received to the settlement or the motion from the Labor
9 Workforce Development Agency.

10 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
11 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
12 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
13 \$200,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
14 \$5,000) for Simpluris to administer the settlement, PAGA Counsel Fees Payment in the amount of
15 \$66,666 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses
16 Payment in the amount of \$20,011.80. The PAGA Payment, which is the amount remaining of the
17 Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, PAGA
18 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor
19 Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of
20 the payment will be paid to the LWDA (no less than \$79,750.50) and 25% will be paid to the
21 Aggrieved Employees (no less than \$26,583.50).

22 The Court, having reviewed the evidence and papers submitted and argument of counsel,
23 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff's motion and approves the
24 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
25 allocated and paid out as set forth in the Settlement Agreement.

26 The "Aggrieved Employees" are defined as all individuals who were employed by Defendant
27 Blue Link Wireless, LLC in California and classified as a non-exempt employee at any time during
28

1 the PAGA Period. The PAGA Period is the period from March 10, 2021 to February 15, 2023.

2 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
3 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
4 Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or
5 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
6 PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims does not
7 include all other claims, including claims for vested benefits, wrongful termination, violation of the
8 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
9 compensation, and California class claims, and PAGA claims outside of the PAGA period. In no
10 event shall the release of the Released PAGA Claims release any individual claims of any
11 individuals.

12 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
13 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
14 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
15 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
16 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
17 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
18 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
19 such liability or wrongdoing.

20 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
21 claims of the Plaintiff are dismissed with prejudice. In addition, the PAGA claims of Aggrieved
22 Employees during the PAGA Period are dismissed with prejudice. After entry of this Order and
23 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant
24 to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the
25 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
26 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
27 settlement benefits.
28

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH
ENTERED ACCORDINGLY.

DATED: 5/2/23


 THE HONORABLE RICHARD B. ULMER
 JUDGE OF THE SUPERIOR COURT