

**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

**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] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

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
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

$$\begin{matrix} 2 \\ 3 \\ 4 \end{matrix}$$

5
6
7
8
9
0
1

2
3
4
5
6
7
8
9
20
21
22
23

24
25
26
27

1 The “Aggrieved Employees” are defined as all individuals who were employed by Defendant
2 Blue Link Wireless, LLC in California and classified as a non-exempt employee at any time during
3 the PAGA Period. The PAGA Period is the period from March 10, 2021 to February 15, 2023.

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

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

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

1 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
2 settlement benefits.

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

5
6 DATED: _____

7 THE HONORABLE RICHARD B. ULMER
8 JUDGE OF THE SUPERIOR COURT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28