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

STEPHEN JARAMILLO, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

USS-UPI, LLC, a Delaware limited
liability company formerly known as
USS POSCO Industries; and DOES 1
through 50, inclusive,

Defendants.

Case No.: C22-00641

(Assigned to the Honorable Charles S. Treat,
Dept. 12)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 AND JUDGMENT THEREON**

Date: TBD
Time: 8:30 A.M.
Dept.: 12

Complaint Filed: April 7, 2022
Trial Date: None Set

[PROPOSED] ORDER

Plaintiff Stephen Jaramillo's ("Plaintiff") Motion to Approve the Parties' Settlement Agreement Pursuant to the Private Attorneys General Act of 2004 came on regularly for hearing. Appearances for Plaintiff and Defendant USS-UI, LLC ("Defendant") (Plaintiff and Defendants collectively, the "Parties") were noted on the record.

The Court has considered the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiff's Motion to Approve the Parties' Settlement Agreement Pursuant to the Private Attorneys General Act of 2004 is GRANTED. The Court finds that the settlement is fundamentally fair, reasonable, and adequate, and consistent with the purpose of PAGA; that Plaintiff has fairly and adequately protected the interests of the members of the aggrieved employees; and that Plaintiff's counsel are qualified to serve as counsel for the Plaintiff in his individual and representative capacity for the allegedly aggrieved employees, defined in the Settlement Agreement as all individuals who are or previously were employed by Defendant in California who were classified as non-exempt during the period of March 5, 2021 to December 31, 2023 ("PAGA Members").

2. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendant is hereby ordered to deposit the Total Settlement Amount of \$1,000,000.00 pursuant to the terms of the Settlement Agreement.

3. Pursuant to Labor Code § 2699(i) and the terms of the Settlement Agreement, the Settlement Administrator shall distribute the Total Settlement Amount, as follows:

- \$333,333.33 to Plaintiff's counsel as attorneys' fees;
- \$11,476.84 to Plaintiff's counsel as litigation costs;
- \$6,250.00 to the Settlement Administrator;
- \$10,000.00 to Plaintiff as a service payment;
- The remainder, or the Net Settlement Amount, after the above deductions shall be distributed 75% to the Labor and Workforce Development Agency and 25% to

1 the PAGA Members based on the formula set forth in the Settlement Agreement.

2 4. The Court hereby grants approval of the Settlement in accordance with the terms
3 of the Settlement Agreement and this Order. Without affecting the finality of the Settlement, this
4 Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including
5 all PAGA Members, for purposes of enforcing and interpreting this Order and the Settlement.

6 5. All of the PAGA Members are bound by this Order and Judgment and are barred
7 from pursuing, or seeking to reopen, any of the Release Claims, as defined in the Settlement
8 Agreement.

9 IT IS SO ORDERED, ADJUDGED AND DECREED.

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11 DATED: _____

12 HONORABLE CHARLES S. TREAT
13 SUPERIOR COURT OF CALIFORNIA
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