

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL - 9 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOEY LEON, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

TTX COMPANY; and DOES 1 through 20,
inclusive,

Defendants.

Case No. CIVSB2228412

*Assigned for all purposes to
Hon. Joseph Ortiz
Dept. S-17*

**PROPOSED ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: July 9, 2024
Time: 9:00 a.m.
Dept.: S17

1 The Court has received and considered the Motion for Approval of PAGA Settlement of
2 Plaintiff Joey Leon, as an individual, and on behalf of the people of the State of California and as
3 an “aggrieved employee” acting as a private attorney general under the Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant TTX Company in the
5 above-captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PAGA SETTLEMENT
8 AGREEMENT (the “Settlement”), a copy of which is attached as Exhibit 1 to the Declaration of
9 Kristy R. Connolly In Support of Motion for Approval of Private Attorneys General Act
10 Representative Action Settlement, and all terms defined therein shall have the same meaning as
11 set forth in the Settlement.

12 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
13 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
14 Aggrieved Employees in the amount of \$499,000. Of this, \$166,333.33 is awarded as attorney
15 fees paid to Plaintiff’s Counsel, \$12,984.10 is awarded as costs paid to Plaintiff’s Counsel,
16 \$10,000 is awarded to Plaintiff in exchange for his General Release, and \$8,000.00 is awarded as
17 administrative costs paid to the Settlement Administrator. Of the remaining Net Settlement
18 Amount, 75% shall be paid to the Labor and Workforce Development Agency and 25% shall be
19 paid to the Aggrieved Employees as set forth in the Settlement Agreement.

20 The Court hereby approves, as to form and content, the notice to be distributed to the
21 PAGA Employees, attached to the Settlement as Exhibit A. The “Aggrieved Employees” are all
22 current and former persons employed by Defendant in California as a non-exempt employee at
23 any time during the PAGA Period. The PAGA Period means the period from October 15, 2021
24 through May 18, 2024. All Individual Settlement Checks will expire 180 days after the initial
25 mailing. Any uncashed funds shall be transmitted to the State Controller’s Office Unclaimed
26 Property Fund in the name of each Aggrieved Employee whose check is voided.

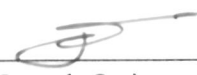
1 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties
2 (as defined in Settlement) shall be entitled to a release of the Released PAGA Claims. The
3 “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
5 Notices during the PAGA Period, including claims for (1) Failure to Pay Minimum Wages, (2)
6 Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest
7 Periods, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Timely Pay All Wages
8 During Employment and Due at Termination, (7) Failure to Reimburse Expenses, and (8) Failure
9 to Maintain Accurate and Complete Records.

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

18 This Judgment is intended to be a final disposition in its entirety of the above captioned
19 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
20 of all matters relating to the interpretation, administration, implementation, effectuation, and
21 enforcement of the Settlement pursuant to C.C.P. § 664.6.

22 IT IS SO ORDERED.

23
24 Dated: July 9, 2024

25 
26 Hon. Joseph Ortiz
27 Judge of the Superior Court
28