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Attorneys for Plaintiff ANSELMO PARDO on
behalf of himself and others similarly situated

(Additional counsel on next page)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ANSELMO PARDO, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

SHADOW HOLDINGS LLC dba BOCCHI
LABORATORIES, INC., a California Limited
Liability Company; BOCCHI
LABORATORIES OHIO, LLC, a Delaware
Limited Liability Company; BRIGHT
INNOVATION LABS, entity unknown; and
DOES 1 to 10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

03/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

CASE NO. 22STCV09206

[Assigned to David S. Cunningham, Dept. 11]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: March 5, 2024

Time: 10:30 a.m.

Dept.: 11

Complaint Filed: March 15, 2022

Trial Date: None Scheduled

FISHER & PHILLIPS LLP

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Attorneys for Defendants BRIGHT INNOVATION LABS; SHADOW
HOLDINGS LLC dba BOCCHI LABORATORIES, INC., BOCCHI
LABORATORIES OHIO, LLC.

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

3 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
4 ANSELMO PARDO (“Plaintiff”) against Defendants SHADOW HOLDINGS LLC dba BOCCHI
5 LABORATORIES, INC., a California Limited Liability Company; BOCCHI LABORATORIES
6 OHIO, LLC, a Delaware limited liability company; and BRIGHT INNOVATIONS LABS
7 (“Defendants”). The Motion for Final Approval of Class Action Settlement came before this Court
8 on March 5, 2024.

9 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class
10 Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”) on November
11 21, 2023.

12 **WHEREAS**, Plaintiff ANSELMO PARDO has applied to the Court for an order granting
13 final approval of the Settlement Agreement.

14 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
15 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
16 Court has read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement;
17 Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Marcus
18 Bradley, Anselmo Pardo, and Makenna Snow of ILYM Group; and the supporting documents
19 annexed thereto.

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
21 **ADJUDGED, AND DECREED:**

22 1. The Court has personal jurisdiction over all Class Members and that the Court has
23 subject matter jurisdiction to approve the Settlement;

24 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
25 in compliance with California Code of Civil Procedure, the California and United States
26 Constitutions (including the due process clauses), the California Rules of Court and any other
27 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
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1 finally approved in all respects.

2 3. The Parties are hereby directed to perform the terms of the Settlement as described
3 in the Settlement Agreement according to its terms and provisions.

4 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
5 Members, except those who timely and properly filed Requests for Exclusions, as well as their
6 heirs, executors, and administrators, successors, and assigns.

7 5. As of February 5, 2024, there have been no exclusions.

8 6. It is ordered that the Class is certified for settlement purposes only. The Court finds
9 that an ascertainable class exists and a well-defined community of interest exists in the questions of
10 law and fact involved because in the context of the Settlement: (i) there are questions of law and
11 fact common to the Class which, as to the Settlement and all related matters, predominate over any
12 individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class; and (iii) in
13 negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have
14 fairly and adequately represented and protected the interest of the Class.

15 7. The Court finds that the Notice and notice methodology implemented pursuant to
16 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
17 calculated, under the circumstances, to apprise the Class of the pendency of the Action, their right
18 to object to or exclude themselves from the proposed Settlement and their right to appear at the
19 Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice
20 to all persons entitled to receive notice; and (iv) met all applicable requirements of the California
21 Code of Civil Procedure, the California and United States Constitution (including the Due Process
22 Clause), the California Rules of Court and any other applicable law.

23 8. The Class is hereby made final. The Class is defined as: "all current and former
24 non-exempt hourly employees of Defendants in the State of California who worked for Defendants
25 during the Class Period of March 15, 2018 through February 24, 2023."

26 9. "Aggrieved Employees" is defined as: "all current and former non-exempt hourly
27 employees of Defendants in the State of California who worked for Defendants during the PAGA
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Period of March 15, 2021 through February 24, 2023.”

10. The “Class Period” is March 15, 2018 through February 24, 2023.

11. The “PAGA Period” is March 15, 2021 through February 24, 2023.

12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement, Plaintiff shall release all claims against Defendant and any of its former and present parents, subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, employees, equity holders (including, without limitation, partners, shareholders, holders of membership interests, or any other person or entity with an interest in or obligation regarding Defendants’ assets or liabilities), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence (“Released Parties”) as outlined in the Settlement Agreement.

13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement, Plaintiff and the Participating Class Members shall release Defendant and the Released Parties from all claims arising under federal, state, and/or local statutory, constitutional, contractual, or common law for wages, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable relief, other relief under California Business & Professions Code Section 17200 et seq. (“Section 17200”), whether known or unknown, asserted or unasserted, accrued or un-accrued, that have been, could have been, or in the future can or might be asserted by or on behalf of any of the Participating Class Members, which the Participating Class Members ever had, now have, or may have had, from the beginning of time to the Effective Date, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever related directly or indirectly to the Action or based on the facts alleged in the Complaint including, but not limited to, including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182,

1 1181.12, 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor
2 Code §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§
3 226.7, 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to
4 adopt standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720
5 and 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8)
6 Failure to timely furnish an accurate itemized wage statement upon payment of wages in violation
7 of California Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all
8 wages at time of termination in violation of California Labor Code §§201-203; (10) Failure to
9 reimburse business expenses in violation of Labor Code § 2802; (11) Violations of Business &
10 Professions Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq.
11 for violations of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
12 1174.5, 1182, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6720, and the applicable IWC Wage
13 Order, as well as California Business & Professions Code Section 17200 during the Class Period.

14 14. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
15 Plaintiff and the Aggrieved Employees shall release, Defendants and the Released Parties from all ,
16 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
17 the PAGA Period facts and theories alleged in the Action, Complaint, and PAGA Notices
18 including, e.g., (1) Failure to pay overtime wages in violation of California Labor Code §§ 510 and
19 1198; (2) Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 1182,
20 1182.12 1194, 1197, 1198; (3) Failure to provide compliant meal breaks in violation of Labor Code
21 §§ 226.7, 512; (4) Failure to provide compliant rest breaks in violation of Labor Code §§ 226.7,
22 512; (5) Failure to provide suitable seating in violation of Labor Code § 1198; (6) Failure to adopt
23 standards that minimize excessive indoor heat in violation of California Labor Code §§ 6720 and
24 226.7; (7) Failure to pay wages during employment in violation of Labor Code § 204; (8) Failure to
25 timely furnish an accurate itemized wage statement upon payment of wages in violation of
26 California Labor Code §226 and failure to maintain accurate records; (9) Failure to pay all wages at
27 time of termination in violation of California Labor Code §§201-203; (10) Failure to reimburse
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1 business expenses in violation of Labor Code § 2802; (11) Violations of Business & Professions
2 Code section 17200 et seq.; and (12) Penalties pursuant to Labor Code §§2698 et seq. for violations
3 of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182,
4 1182.12, 1194, 1197, 1197.1 1198, 2802, 6720, and the applicable IWC Wage Order. The PAGA
5 Settlement Group may not opt out of this release.

6 15. The Gross Settlement Amount is two-hundred and forty-five thousand dollars and
7 zero cents (\$245,000.00). The Net Settlement Amount shall be determined according to the terms
8 of the Settlement Agreement.

9 16. The Court orders the calculations and the payments to be made and administered in
10 accordance with the terms of the Settlement Agreement.

11 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
12 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
13 confirms Bradley/Grombacher LLP as Class Counsel in this Action.

14 18. The Court hereby finds the unopposed application of Class Counsel for a costs and
15 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
16 of all the circumstances, and is hereby granted. Of the Gross Settlement Amount, \$85,750.00 shall
17 be paid for attorney fees and \$10,000.00 shall be paid for litigation costs.

18 19. The unopposed application of Class Counsel for a Class Representative Service
19 Payment is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
20 Service Payment shall be allocated to Named Plaintiff Anselmo Pardo.

21 20. The unopposed application of Class Counsel for claims administration fees to ILYM
22 Group is hereby granted. Of the Gross Settlement Amount, \$7,500.00 shall be paid for settlement
23 administration fees.

24 21. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
25 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500.00.
26 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,500.00
27 shall be allocated to the Aggrieved Employees according to the terms of the Settlement Agreement.
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22. If a Participating Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek Legal Services pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a nexus between the mission of Bet Tzedek and the interests of the Class.

23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

24. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

26. This Final Order shall constitute a final judgment.

27. The Court hereby dismisses the action (including all individual claims and Released Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the Settlement Agreement.

DATED: 03/05/2024



A handwritten signature in black ink, reading "David S. Cunningham III".

David S. Cunningham III / Judge
Honorable David Cunningham
Los Angeles Superior Court