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Attorneys for Plaintiff Julis Gray

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

JULIS GRAY, as an individual, on behalf of
himself and all Aggrieved Employees in the
State of California,

Plaintiff,

v.

MOZ DESIGNS, INC., a corporation authorized
to do business in California and DOES 1
through 50, inclusive,

Defendant.

Case No.: 22CV023297

[Assigned for all purposes to the Hon. Eumi Lee,
Department 512]

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND JUDGMENT
THEREON**

Date: June 21, 2023
Time: 1:30 p.m.
Dept: 512
Judge: Hon. Eumi Lee

Complaint Filed: December 7, 2022
Trial Date: None set

On June 21, 2023 at 1:30 p.m., this matter has come before the Honorable Eumi Lee in Department 512 of the Alameda County Superior Court, located at 24405 Amador Street, Hayward, CA 94544, on Plaintiff Julis Gray's ("Plaintiff") Motion for Approval of PAGA Settlement ("Approval Motion") pursuant to Labor Code section 2699(1)(2). Each party appeared at the hearing through their respective counsel of record.

Having duly considered all papers, evidence, and oral arguments in this matter to date, including Plaintiff's Approval Motion and Defendant's Status Report Regarding the Court's June 15, 2023 Tentative Ruling and good cause appearing, the Court ORDERS, ADJUDGES AND DECREES as follows:

1. This Order Granting Plaintiff's Motion for Approval of PAGA Settlement ("Order and Judgment") shall incorporate by reference (1) the parties' PAGA Settlement Agreement and Release of Claims ("Settlement" or "Agreement"), which is attached as **Exhibit 1** to the Declaration of Graham S.P. Hollis, and (2) the Addendum to the Settlement Agreement ("Addendum"), which is attached as **Exhibit 1** to the Declaration of Nora J. Steinhagen. To the extent the terms used in this Order and Judgment are defined in the Agreement or Addendum, the defined terms contained herein shall have the same meaning as set forth in the Agreement and Addendum.

2. Plaintiff provided notice to the Labor and Workforce Development Agency ("LWDA") on August 18, 2022 and December 15, 2022, and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the Settlement.

3. The LWDA was provided with notice of the Settlement and the motion for approval of the PAGA settlement on May 26, 2023 and no objection has been received to the Settlement or the motion from the LWDA.

4. The LWDA was also provided with notice of the Addendum on June 23, 2023, and no objection has been received to the Addendum from the LWDA.

5. In accordance with California Labor Code § 2699(1)(2), the Court has reviewed the Agreement and Addendum. The Court APPROVES the Settlement as set forth in the Agreement and Addendum and the Gross Settlement Amount of \$124,000.00 and finds that the allocation of civil penalties for the claim under the PAGA is fair, reasonable, and appropriate.

6. The Settlement covers Plaintiff and all “PAGA Group Members,” defined as “all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period.” The PAGA Period is defined as the period from October 3, 2021 through June 21, 2023.

7. The Court ORDERS that 75% of the Gross Settlement Amount less Plaintiff’s Enhancement Award, PAGA Counsel’s Fees Payment and PAGA Litigation Expenses Payment and Administration Expenses Payment be paid to the LWDA as required by the Private Attorneys General Act of 2004 (“PAGA”) and in accordance with the Agreement.

8. The Court ORDERS that 25% of the Gross Settlement Amount be paid to the PAGA Group Members in the manner outlined in the Agreement.

9. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

10. ILYM Group, Inc. (“ILYM”) shall be appointed as the Settlement Administrator. The Settlement Administrator shall administer the settlement in accordance with the Agreement and this Order and Judgment.

11. The Court finds that the costs of the administration of the settlement are reasonable. The Court awards and therefore ORDERS that the Settlement Administrator issue to ILYM administration costs in the amount of \$1,854.00 for services performed and the costs incurred in connection with administration of the Settlement within 30 calendar days after the Effective Date.

12. The Court ORDERS Defendant Moz Designs, Inc. to provide the Settlement Administrator with a list of the name, last known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA period within 14 calendar days of the Effective Date. To protect PAGA Group Members’ privacy rights, the Administrator must maintain the PAGA Group Member Data in strict confidence, use the PAGA Group Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Member Data to Administrator employees who need access to it in order to perform its duties under this Agreement. Under no circumstances shall the Administrator provide any PAGA Group Member Data to Plaintiff, PAGA Counsel or any of PAGA Counsel’s agents, employees, independent contractors or anyone else acting on their behalf.

13. The Settlement Administrator is ORDERED to establish a Qualified Settlement Fund (“QSF”) for purposes of administering the Settlement.

14. The Court finds that Plaintiff’s Counsel’s request for attorneys’ fees in the amount of \$41,333.33, or 1/3 of the Gross Settlement Amount, falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys’ fees in the amount of \$41,333.33 to GrahamHollis APC within 30 calendar days following the Effective Date.

15. The Court also finds that Plaintiff’s Counsel’s request for actual litigation costs incurred in the amount of \$1,286.42 falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in the amount of \$1,286.42 to GrahamHollis APC within 30 calendar days following the Effective Date.

16. The Court further finds that the requested Enhancement Award in the amount of \$5,000.00 to the named Plaintiff is fair and reasonable for the work performed and the risks associated with bringing this Action. The Court awards and therefore ORDERS that the Settlement Administrator issue an Enhancement Award in the amount of \$5,000.00 to the named Plaintiff within 30 calendar days following the Effective Date. The Enhancement Award is in addition to any other payments made to Plaintiff under the Agreement.

17. Upon entry of this Order, all PAGA Releasors and PAGA Counsel will release claims against all Released Parties as follows:

- a. Release by PAGA Releasors (defined as Plaintiff, PAGA Group Members, the state of California, the LWDA, and all persons purporting to act on the PAGA Releasors’ behalf or purporting to assert a claim under or through them): All PAGA Releasors are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (defined as Moz Designs, Inc., its parent company Armstrong World Industries, Inc., and each of their former and present directors, officers, partners, shareholders, owners, members, principles, agents, representatives, employees, administrators, auditors, attorneys, insurers, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, sister companies, and affiliates) from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal claims stated in the PAGA Notices, Complaint and First Amended Complaint, including, but not limited to, claims for PAGA penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7,

510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2802, as well as IWC Wage Order Nos. 1-2001 and 4-2001, and Business and Professions Code §§ 17200, *et seq.*

- b. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, partners, representatives, successors and assigns the Released Parties from any and all claims for PAGA Fees incurred in connection with the Original PAGA Letter, the Complaint, the Amended PAGA Letter, the First Amended Complaint, and any other services or work performed in any way relating to the Action.

18. The Released PAGA Claims shall cover the period of October 3, 2021 through and including June 21, 2023. Upon approval, Plaintiff and the PAGA Group Members will be forever barred from pursuing the Released PAGA Claims against the Released Parties.

19. It is ORDERED that Plaintiff and all PAGA Group Members shall be prohibited and permanently enjoined from pursuing in any fashion, the Released PAGA Claims against any of the Released Parties.

20. All PAGA Group Members, the State of California and the LWDA, are bound by the Settlement, this Approval Order and Judgment, including the Released PAGA Claims in favor of Defendant and the other Released Parties. Any and all Released PAGA Claims are fully, finally, and forever released, relinquished and discharged pursuant to the terms of the Settlement, and the PAGA Group Members, the State of California, and the LWDA are permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any and all of the PAGA Group Members' Released PAGA Claims.

21. Plaintiff is bound by the release of claims against Defendant and the other Released Parties and is permanently barred from prosecuting against Defendant and the other Released Parties any and all Released PAGA Claims.

22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

23. Final Judgment in this Action is entered in conformity herewith, along with the Agreement.

24. As of the date of entry of this Order and Judgment, this Action shall be dismissed in its entirety with prejudice.

25. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and Judgment only represent a compromise of disputed allegations.

26. This Order and Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement. Nothing in this Order and Judgment is or may be deemed to be an admission by Defendant, nor is the Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither the Judgment, Order, the Settlement, nor any document referred to therein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

27. Neither this Order, Judgment or the Settlement, nor any exhibit, document or instrument delivered thereunder shall be offered, construed or interpreted as or deemed to be evidence of an admission or concession by Released Parties (a) of any liability or wrongdoing by Released Parties, (b) that Plaintiff's claims may properly be prosecuted on a representative basis, or (c) of the truth of any allegations asserted by any PAGA Releasor or any other person.

28. In accordance with Code of Civil Procedure section 664.6, this document shall constitute a final judgment and this Court shall retain exclusive and continuing jurisdiction solely for purposes of enforcing the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED. FINAL JUDGMENT IS HEREBY ENTERED.

Dated: 07/07/2023



Honorable Eumi Lee
Alameda County Superior Court
Eumi Lee / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 07/10/2023
PLAINTIFF/PETITIONER: Julis Gray	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Daniell Labrecque</i></u> Deputy D. Labrecque
DEFENDANT/RESPONDENT: Moz Designs, Inc. a corporation authorized to do business in California et al	
CERTIFICATE OF MAILING	CASE NUMBER: 22CV023297

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Cory D. Catignani
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Nora J Steinhagen
GrahamHollis APC
3555 Fifth Avenue, Suite 200
San Diego, CA 92103

Dated: 07/10/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

Daniell Labrecque

D. Labrecque, Deputy Clerk

CERTIFICATE OF MAILING