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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

JOHNNY GARCIA and SERGIO
SANCHEZ, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

STALEY TECHNOLOGIES LITTLE
ROCK, LLC, an Arkansas Limited Liability
Company, STALEY, INC. dba STALEY
TECHNOLOGIES, an Arkansas Corporation,
and DOES 1-50, Inclusive,

Defendants.

Case No: CVRI2204614

Assigned for all Purposes to: Hon. Harold W.
Hopp
Dept: 1

~~PROPOSED~~ JUDGMENT

Hearing Date: April 9, 2024
Hearing Time: 8:30 a.m.

Complaint filed: October 24, 2022
Trial Date: None Set

Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class and
PAGA Action Claims and Release of Claims ("Agreement") and for an Award of Class Counsel
Award and Class Representative Service Award duly came on for hearing on April 9, 2024, before
the above-entitled Court. The parties having settled this action and the Court having entered an
Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of
settlement. The Class is defined as all non-exempt employees who are or previously were employed

1 by Staley, Inc., and performed work in California during the period of October 24, 2018 to August
2 10, 2023.

3 2. All persons who meet the foregoing definition are members of the Settlement
4 Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

5 3. Except as set forth in the Agreement, the Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
7 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
8 attorneys’ fees and costs, except as otherwise provided in the Agreement, the Order Granting
9 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

10 4. The Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
12 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
13 distribution of settlement benefits.

14 5. The Agreement is hereby approved as fair, reasonable, adequate, and in the
15 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
16 this Order and the terms of the Agreement.

17 6. Any envelope transmitting a settlement distribution to a Class Member shall
18 bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Any
19 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
20 negotiable for one hundred and eighty (180) days from the date of their issuance. The administrator
21 shall mail a reminder postcard to any Class Member whose settlement distribution check has not
22 been negotiated within 60 days after the date of mailing. If (i) any of the Class Members are current
23 employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement
24 Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a
25 valid mailing address, the Settlement Administrator shall arrange with Defendant to have those
26 distributions delivered to the employees at their place of employment.

27 7. Class Counsel are awarded attorneys’ fees in the amount One Hundred Fifty-
28 Nine Thousand, Two Hundred and Seventy-Three Dollars and Seventy-One Cents (\$159,273.71)

1 and reimbursement of costs and expenses in the amount of up to Twenty Thousand Dollars
2 (\$20,000.00). The awarded fees will be paid as follows: One Hundred and Nineteen Thousand Four
3 Hundred and Fifty-Five Dollars and Thirty-Five Cents (\$119,455.35) to Barvie Law, APC and
4 Nineteen Thousand Nine Hundred and Nine Dollars and Twenty-Three Cents (\$19,909.23) to JCL
5 Law Firm, APC and Nineteen Thousand Nine Hundred and Nine Dollars and Twenty-Three Cents
6 (\$19,909.23) to Zakay Law Group, APLC. The awarded litigation expenses shall be paid to only
7 Barvie Law, APC. Class Counsel shall not seek or obtain any other compensation or reimbursement
8 from Defendant, Plaintiff, or members of the Class.

9 8. The payment of the Class Representative Enhancement Payments of Five
10 Thousand Dollars (\$5,000.00) to each Plaintiff for a total of Ten Thousand Dollars (\$10,000.00) is
11 approved.

12 9. The payment of \$5,250.00 to the Settlement Administrator for Settlement
13 Administration Costs is approved.

14 10. The PAGA Settlement of \$20,000.00 (75% and/or \$15,000.00 of the PAGA
15 Settlement) to the Labor and Workforce Development Agency ("LWDA Payment") and (25%
16 and/or \$5,000.00 to the PAGA Class Payment) is hereby approved as fair, reasonable, adequate and
17 adequacy protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff
18 and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud or collusion.

19 11. As of the date the Defendant funds the Gross Settlement Amount, each Class
20 Member who has not validly opted out, has released the "Released Class Claims" against the
21 Defendant and all of the "Released Parties" as set forth in the Agreement.

22 12. As used in paragraph 11 above, the quoted terms have the meanings set forth
23 below: The Released Class Claims are defined as all class claims which are alleged in the operative
24 complaint, or could have been alleged based upon the facts in the operative complaint, which
25 occurred during the Class Period, and expressly excluding all other claims, including claims for
26 vested benefits, wrongful termination, unemployment insurance, disability, social security,
27 workers' compensation, and class claims outside of the Class Period.

1 13. As of the date the Defendant funds the Gross Settlement Amount, the
2 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
3 each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims”
4 as set forth in the Agreement.

5 14. As used in paragraph 13 above, the quoted terms have the meanings as set
6 forth below: The Aggrieved Employees is defined as all non-exempt employees who are or
7 previously were employed by Defendant and performed work in California during the period
8 between August 9, 2021 until August 10, 2023. The Aggrieved Employees will release any and all
9 PAGA Claims alleged in the operative complaint and Plaintiffs’ PAGA notices to the LWDA which
10 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
11 vested benefits, wrongful termination, unemployment insurance, disability, social security,
12 workers’ compensation, and PAGA claims outside of the PAGA Period.

13 15. This Final Judgment may restrict the Plaintiffs and the Defendant from
14 offering the settlement agreement into evidence in actions between each other, but shall not purport
15 to prevent other parties from doing so or to otherwise predetermine its admissibility in litigation
16 involving third parties.

17 16. Notice of entry of this Final Judgment shall be given to Class Counsel on
18 behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this
19 Final Judgment to individual Class Members and the Final Judgment may be requested by
20 contacting Nicole Barvie, Esq. of Barvie Law, APC 550 W B Street, Fourth Floor, San Diego,
21 California, 92101; Tel: 858-255-0928; Fax: 858-357-8592 or email at nicole@barvielaw.com as
22 indicated in the Notice Packet.

23 17. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
24 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
25 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
26 connection with the distribution of settlement benefits.

27 18. If the Settlement does not become final and effective in accordance with the
28 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to

1 Defendant consistent with the terms of the Settlement, then this Final Judgment, and all orders
2 entered in connection herewith shall be rendered null and void and shall be vacated.

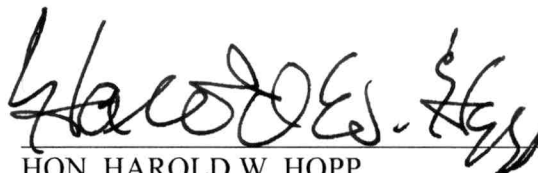
3 19. Plaintiff shall give notice of this Judgment to the Labor and Workforce
4 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
5 California Labor Code section 2699(1)(3).

6 20. A Final Report (Nonappearance) Hearing will be held on December 17,
7 2024. Plaintiffs will file a report concerning the amount of money distributed on or before December
8 3, 2024.

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

11 **IT IS SO ORDERED.**

12 Dated: 4/15/24



HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE