

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MARIN**

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419



[PROPOSED] JUDGMENT

Date: February 5, 2025
Time: 1:30 p.m.
Dept: H

PROPOSED JUDGMENT

1. On February 5, 2025, the Court entered an Order Granting Plaintiffs' Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act ("Order Granting Settlement Agreement").

2. The Parties expressly recognize that the Joint Stipulation of Settlement and Release ("Agreement" or "Settlement Agreement") does not in any way constitute an admission or concession of wrongdoing on the part of Defendants, or either of them, who expressly deny all liability.

3. Defendant Magnit, LLC (f.k.a. PRO Unlimited, Inc.) and BioMarin Pharmaceutical Inc. (collectively, "Defendants") shall fund the Gross Settlement Amount of \$400,000, in accordance with the terms of the "Settlement Agreement".

4. Pursuant to Labor Code section 2699(i), the gross amount of Four Hundred Thousand Dollars (\$400,000.00) ("Gross Settlement Amount") shall be distributed as follows:

a. Seventy-five percent (75%) of the balance of the Gross Settlement Amount remaining after deductions for Attorneys' Fees and Costs, and Settlement Administration Costs, totaling One Hundred Sixty-Nine Thousand, Nine Hundred Eighty-Four Dollars and Sixteen Cents (\$169,984.16), to the LWDA for PAGA penalties.

b. Twenty-five percent (25%) of the balance of the Gross Settlement Amount remaining after deductions for Attorneys' Fees and Costs, and Settlement Administration Costs, totaling Fifty-Six Thousand, Six Hundred Sixty-One Dollars and Thirty-Nine Cents (\$56,661.39), to PAGA Group Members.

c. One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) to Plaintiffs' Counsel as Attorneys' Fees;

d. Thirty Thousand, Two Hundred Seventy-One Dollars and Twelve Cents (\$30,271.12) to Plaintiffs' Counsel as Costs; and

f. Nine Thousand Seven Hundred Fifty Dollars (\$9,750) to the Settlement Administrator.

1 5. The PAGA Group Members included in this Judgment means (i) all past and
2 present, California based, non-exempt employees of Defendant Magnit assigned to work at
3 Defendant BioMarin as contingent workers at any time during the PAGA Period (“Magnit
4 PAGA Group Members”), and (ii) all past and present non-exempt California employees of
5 Defendant BioMarin employed at any time during the PAGA Period (“BioMarin PAGA Group
6 Members”).

7 6. The PAGA Period for purposes of this Judgment means the period of November
8 29, 2021 through December 27, 2024.

9 7. The Released Parties for purposes of this Judgment means Defendants, and
10 Defendants’ affiliates, parents, and each of their company-sponsored employee benefit plans, and
11 their respective successors and predecessors in interest, all of their respective officers, directors,
12 employees, administrators, fiduciaries, trustees and agents, and each of their past, present and
13 future directors, shareholders, employees, agents, principals, heirs, representatives, attorneys,
14 accountants, auditors, consultants, insurers, and reinsurers.

15 8. Upon payment of the Gross Settlement Amount, each of the PAGA Group
16 Members, including Plaintiffs, for themselves and for their respective spouses, domestic
17 partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries,
18 devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and
19 representatives (whether current or former), fully release and forever discharge all of the
20 Released Parties of and from all Released Claims. The term “Released Claims” means “all the
21 claims, charges, complaints, liens, demands, causes of action, obligations, damages and
22 liabilities, known or suspected, that each PAGA Group Member had, now has, or may hereafter
23 claim to have against the Released Parties, and that were asserted in the Operative Complaint, or
24 that could have been asserted based on any of the facts or allegations alleged in the Operative
25 Complaint, Awad PAGA Notice, and Ford PAGA Notice that have arisen during the PAGA
26 Period. The Released Claims specifically include violations of Labor Code sections 201, 202,
27 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1102.5, 1194, 1197,
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1 1197.1, 1198, 2699, 2802, California Code of Regulations, Title 8, Sections 11040, Subd. 5(A)-
2 (B) & 11070(14), and all applicable Wage Orders and their provisions.”

3 This release shall not apply to claims for workers’ compensation benefits, unemployment
4 insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of
5 law cannot be waived or released. PAGA Group Members are bound by the terms of this
6 Settlement Agreement and the releases provided herein, regardless of whether the PAGA Group
7 Member receives an Individual Settlement Payment, or any funds being held in their name by the
8 California Sate Controller.

9 Judgment is hereby entered in accordance with the terms set forth herein and the terms of
10 the Settlement. Plaintiffs shall take from their complaint only the relief set forth in the
11 Settlement Agreement and this Judgment. Without affecting the finality of the Settlement or this
12 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
13 enforcing and interpreting the Settlement, the Order Granting Settlement Agreement, and this
14 Judgment.

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16 **IT IS SO ORDERED.**

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18 DATED: **03/17/2025**

19 
HON. SHEILA S. LICHTBLAU
SUPERIOR COURT OF CALIFORNIA

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STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES]ss.

On February 19, 2025, I served the following document(s) described as: **[PROPOSED]**
JUDGMENT on the interested parties in this action as follows:

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037

Attorneys for Plaintiffs

Norm@bamlawca.com
kyle@bamlawca.com
aj@bamlawca.com
nick@bamlawca.com

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing

1 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
2 office.

3 I declare under penalty of perjury under the laws of the State of California that the above
4 is true and correct. Executed on February 19, 2025, at Los Angeles, California.

5 
6 Erika Mejia