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

FEB 06 2025

BY


VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JEREMY GARCIA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

BIRCHSTONE MANAGEMENT, LLC., a
Delaware Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CIVSB2224564

Assigned to the Hon. Christian Towns

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND ENTRY OF FINAL JUDGMENT
THEREON**

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 Plaintiff's unopposed Motion for Final Approval of the Settlement between Plaintiff
2 Jeremy Garcia ("Plaintiff" or the "Class Representative") on behalf of himself, the Class, and
3 the PAGA Group, and Defendant Birchstone Management, LLC ("Defendant") (the "Final
4 Approval Motion") came on for hearing on February 6, 2025, at 8:30 A.M., in Department S26
5 of the above-entitled court. The Settlement Agreement which is the subject of the Final
6 Approval Motion is titled "Joint Stipulation of Class Action and PAGA Representative Action
7 Settlement and Release of Claims" and was included as **Exhibit "A"** to the Declaration of
8 Mehrdad Bokhour in Support of Plaintiff's Motion for Preliminary Approval of Class Action
9 Settlement. The Final Approval Motion was not opposed by Defendant or anyone else.

10 Having considered the Final Approval Motion, the Settlement Agreement, the
11 supporting Declarations, and all other materials properly before the Court, and having
12 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that
13 all parties entered the Settlement Agreement in good faith, and the Settlement Agreement is
14 approved. Due and adequate notice having been given to the Class, and the Court having
15 considered the Settlement Agreement, all papers filed, and proceedings had herein, and all oral
16 and written comments received regarding the proposed settlement, and having reviewed the
17 record in this Action, and good cause appearing,

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

19 1. This Final Approval Order and Judgment ("Order and Judgment") incorporates
20 by reference the definitions in the Joint Stipulation of Class Action and PAGA Representative
21 Action Settlement and Release of Claims (the "Settlement Agreement" or the "Settlement,"
22 which is attached as **Exhibit A** to the Declaration of Mehrdad Bokhour in Support of Plaintiff's
23 Motion for Preliminary Approval of Class Action Settlement) and all capitalized terms used
24 herein shall have the same meanings as set forth in the Settlement Agreement unless expressly
25 defined in this Order and Judgment. The terms of the Settlement Agreement are fully
26 incorporated in this Order and Judgment as if fully set forth herein.

27 2. The Court has jurisdiction over the subject matter of this Action, the Class
28 Representative, the Class Members, the PAGA Group, and Defendant.

1 3. For purposes of effectuating this Order and Judgment, and for settlement
2 purposes only, this Court hereby certifies the following Class: “All non-exempt employees of
3 Birchstone Management, LLC in State of California and all temporary workers assigned by any
4 Temporary Staffing Agency to work at Birchstone Management, LLC’s California warehouses
5 from November 1, 2018 through August 1, 2024.”¹ The Court deems this definition sufficient
6 for purposes of California Rules of Court, rule 3.765(a). All persons who fall within the Class
7 definition above are Class Members bound by this Judgment and the release provisions set forth
8 in Sections 5.2 of the Settlement Agreement.

9 4. For purposes of approving this Settlement, this Court finds and concludes as
10 follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is
11 impracticable; (b) there are questions of law or fact common to the Class Members, and there is
12 a well-defined community of interest among the Class Members with respect to the subject
13 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
14 Class Members; (d) the Class Representative has fairly and adequately protected the interests of
15 the Class Members; (e) proceeding with a class action is superior to other available methods for
16 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
17 Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his
18 individual and representative capacity and for the Settlement Class.

19 5. For purposes of effectuating this Order and Judgment, the PAGA Group has the
20 same meaning as described in the Settlement Agreement and shall be understood to include the
21 State of California and following persons: “All non-exempt employees of Birchstone
22 Management, LLC in the State of California as well as any and all temporary workers assigned by
23 any Temporary Staffing Agency to work at Birchstone Management, LLC’s California warehouses
24 from November 1, 2021 through August 1, 2024.” The State of California and all persons who
25 fall within the PAGA Group definition are PAGA Members bound by this Judgment and the
26

27 ¹ Temporary Staffing Agency is defined in the Settlement Agreement to include “any and all
28 temporary staffing companies that Birchstone Management, LLC used during the Class Period,
including Elite HR Services, LLC, G2 Staffing Solutions, LLC, Rapid Staffing LLC, and Mars
Staffing LLC.”

1 release provisions set forth in Section 5.3 of the Settlement Agreement.

2 6. The Class Notice and Publication Notice complied with California Rules of
3 Court, rule 3.766, including, but not limited to, by properly advising Class Members of the
4 terms of the Settlement; the Final Approval Hearing and their right to appear at such hearing;
5 their rights to object to the Settlement; the procedures for exercising such rights; and the binding
6 effect of this Order and Judgment, whether favorable or unfavorable, to the Class. The Court
7 further finds that the distribution of the Class Notice and Publication Notice, as provided for in
8 the Order Granting Preliminary Approval of the Settlement and in the Settlement Agreement
9 itself, constituted the best notice practicable under the circumstances to all Class Members and
10 fully met the requirements of California law and due process under the California and United
11 States Constitution and any other applicable rule or law of any kind. Based on evidence and
12 other material submitted in connection with the Final Approval Motion, the actual notice to the
13 Class was adequate and satisfied all due process requirements and all other legal obligations of
14 any kind.

15 7. The Court directed that notice be given to Class Members by mail and
16 Publication Notice pursuant to the notice process proposed by the Parties in the Settlement
17 Agreement and approved by the Court as part of the Preliminary Approval Order. The
18 declaration from ILYM Group, Inc., attesting to the dissemination of the notice to the Class
19 Members via the mail and through the Publication Notice demonstrates compliance with this
20 Court's Preliminary Approval Order.

21 8. The Court also finds that all notices required to be sent under the Settlement with
22 respect to the Private Attorneys' General Act and any other law have been sent to all
23 appropriate agencies and entities.

24 9. The instant Action presented a good faith dispute of the claims alleged, and the
25 Court finds in favor of settlement approval. Specifically, the claims on behalf of the Class
26 Members, which Defendant disputed and continues to dispute, included all claims that arose or
27 originated from November 1, 2018 up through and including August 1, 2024 that were asserted
28 against Defendant, or could have been asserted against Defendant and/or the other Released

1 Parties based on, arising out of, or relating to the facts or allegations set forth, in any of the
2 complaints in the Action, including, but not limited to, all claims alleged against Defendant in
3 the operative First Amended Complaint filed in the Action and in the PAGA Notices.

4 10. No Class Member objected to the Settlement, and zero Class Members requested
5 exclusion from the Settlement. All Participating Class Members are entitled to a monetary
6 recovery pursuant to the Settlement and this Order and Judgment. All PAGA Group members
7 are likewise entitled to receive a payment.

8 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Class
10 Representative, Class Members, PAGA Group, and Defendant. The settling parties are directed
11 to perform in accordance with the terms set forth in the Settlement Agreement.

12 12. The settling parties are to bear their own fees and costs, except as otherwise
13 provided in the Settlement Agreement.

14 13. By this Order and Judgment, each of the Participating Class Members shall be
15 deemed to have, and by operation of this Order and Judgment, shall have, fully, finally, and
16 forever released, relinquished, and discharged Defendant and the other Released Parties from all
17 of the released claims specified in Section 5.2 of the Settlement Agreement. Specifically, each
18 and every Participating Class Member, on behalf of themselves and their former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby
20 relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the
21 other Released Parties, and each of them, from any and all claims that arose or originated from
22 November 1, 2018 up through August 1, 2024 that were asserted against Defendant, or could
23 have been asserted against Defendant and/or the other Released Parties based on, arising out of,
24 or relating to the facts or allegations set forth, in any of the complaints in the Action, including,
25 but not necessarily limited to, all claims alleged against Defendant in the operative First
26 Amended Complaint filed in the Action and in the PAGA Notices ("Claims Released By
27 Participating Class Members"). Among other things, the Claims Released By Participating
28 Class Members include, but are not limited to, claims alleged in the Action and PAGA Notices,

1 and based upon or arising under California Labor Code §§ 200, 201-204, 210, 218.5, 218.6,
2 221-223, 226, 226.3, 226.7, 246, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2,
3 1197, 1197.1, 1198, 1199, and 2698 et seq., California Business and Professions Code §§ 17200
4 et seq., 17203, and 17208, all applicable Industrial Welfare Commission Wage Orders and
5 California Code of Regulations, California Code of Civil Procedure §§ 382, 395, 395.5, 1021.5,
6 and California Civil Code §§ 3287 and 3289. Without limiting any of the foregoing, the Claims
7 Released By Participating Class Members is intended to include, and does include, any and all
8 claims and remedies asserted or sought against Defendant, or that could have been asserted or
9 sought against Defendant or the other Released Parties based on the facts or allegations pled in
10 any of the complaints in the Action (including, but not limited to, the First Amended
11 Complaint) that occurred or arose during the Class Period, including the first date and last date
12 thereof and every date in between. Subject to the terms and conditions of the Settlement
13 Agreement and this Order, all such claims and causes of action, damages, and other remedies
14 (including, but not limited, to wages of any kind, premium compensation, bonuses, penalties,
15 statutory penalties, civil penalties, waiting time penalties, damages, liquidated damages,
16 statutory damages, restitution, disgorgement, reimbursement, interest, attorney fees, litigation
17 costs, injunctive relief, declaratory relief, or any other equitable, monetary, or legal relief of any
18 kind or nature whatsoever) allegedly due and owing to Participating Class Members by virtue of
19 or related to any of the claims, facts or allegations pled in any of the complaints in the Action
20 are deemed to be fully and finally resolved and are to be dismissed, with prejudice, as part of
21 the entry of this Order and Judgment as to each and every Participating Class Member.

22 14. By this Order and Judgment, Plaintiff and the State of California (acting through
23 Plaintiff as its deputized representative), and each PAGA Group member, will forever
24 completely release and discharge Defendant and the other Released Parties from all of the
25 released claims specified in Section 5.3 of the Settlement Agreement. Specifically, the State of
26 California, to the maximum extent allowed by law, along with each and every other
27 member of the PAGA Group, on behalf of themselves and their former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby

1 relinquishes, releases, discharges, waives, and agrees to hold harmless Defendant and all of the
2 other Released Parties, and each of them, from any and all PAGA claims that arose or
3 originated from November 1, 2021 up through August 1, 2024 that were asserted against
4 Defendant, or could have been asserted against Defendant or the other Released Parties based
5 on, arising out of, or relating to the facts or allegations set forth, in any of the complaints or
6 PAGA Notices in the Action (“Claims Released By PAGA Group”). Among other things, the
7 Claims Released By PAGA Group Members include, but are not limited to, all PAGA claims
8 alleged in the FAC filed in the Action and PAGA Notices, and based upon or arising under
9 California Labor Code §§ 200, 201-204, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 246,
10 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
11 2698 et seq. Without limiting any of the foregoing, the Claims Released By PAGA Group
12 Members is intended to include, and does include, any and all claims and remedies asserted or
13 sought, against Defendant or that could have been asserted or sought against Defendant or the
14 other Released Parties based on the facts or allegations set forth in any of the complaints or
15 PAGA Notices in the Action that occurred or arose during the PAGA Period, including the first
16 date and last date thereof and every date in between. Subject to the terms and conditions of the
17 Settlement Agreement and this Order and Judgment, all such claims and causes of action, civil
18 penalties, and other remedies allegedly due and owing to PAGA Group members by virtue of or
19 related to any of the claims, facts or allegations pled in any of the complaints or PAGA Notices
20 in the Action are deemed to be fully and finally resolved and are to be dismissed, with
21 prejudice, as part of the entry of this Order Judgment as to each and every PAGA Group
22 member.

23 15. The Class Representative is further bound by and subject to the general release
24 he provided to Defendant and the other Released Parties in Section 5.1 of the Settlement
25 Agreement.

26 16. The Class Representative, Class Members, and PAGA Group members may not
27 use this Order and Judgment, the Settlement Agreement, nor any document referred to herein,
28 nor any action taken to carry out the Settlement Agreement as an admission by or against

1 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.
2 This Order and Judgment is not a finding of the validity of any claims in the Action or any
3 wrongdoing by Defendant or any of the other Released Parties.

4 17. The Court finds that the Gross Settlement Amount of \$890,000 is fair,
5 reasonable, and adequate and the Court awards the payments set forth below from the Gross
6 Settlement Amount:

- 7 A) \$296,666.67 to Class Counsel for attorneys' fees in light of the benefits obtained
8 on behalf of the Class and the PAGA Group, which shall be split equally
9 between Falakassa Law, P.C. and Bokhour Law Group, P.C.;
- 10 B) \$17,928.50 to Class Counsel for costs/expenses, which shall be awarded to
11 Bokhour Law Group, P.C.;
- 12 C) \$10,000 to Class Representative Jeremy Garcia as a Service Award;
- 13 D) \$20,000 to the Settlement Administrator, ILYM GROUP, INC.;
- 14 E) A PAGA Award of \$20,000, consisting of \$15,000 to the LWDA and \$5,000 to
15 all other members of the PAGA Group (i.e., the allegedly aggrieved workers); and
- 16 F) After deducting the foregoing payments from the Gross Settlement Amount, the
17 remainder shall form the Net Settlement Amount payable to the Participating
18 Class Members as set forth in the Settlement Agreement and as calculated by the
19 Settlement Administrator.

20 18. With the sole exception of employer-side taxes due on individual settlement
21 payments to Participating Class Members, which Defendant will pay in addition to the Gross
22 Settlement Amount, the Gross Settlement Amount is the maximum amount that Defendant will
23 pay for any reason in connection with the Settlement Agreement or this Order and Judgment.

24 19. The Settlement Administrator is directed to calculate the Participating Class
25 Members' Individual Settlement Payments from the Net Settlement Amount and issue all
26 payments in accordance with the Settlement Agreement.

27 20. Concurrently with mailing the settlement checks to the Class Members, the
28 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members

1 either on a postcard or as a detachable portion of the check for the Participating Class Members,
2 noting the following: "Please be advised that on [insert date], 2025, the Superior Court of
3 California for the County of San Bernardino entered Judgment in the case entitled *Garcia v.*
4 *Birchstone Management, LLC*, Case No. CIVSB2224564, on behalf of all current and former
5 non-exempt employees employed by Defendant in the State of California and all temporary
6 workers assigned by any Temporary Staffing Agency to work at Defendant's California
7 warehouses at any time during the period of November 1, 2018, through August 1, 2024,
8 pursuant to an approved settlement of disputed claims."

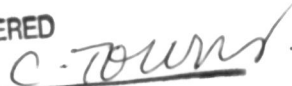
9 21. The Class Members shall have 180 days from the date of issuance by the
10 Settlement Administrator to cash the settlement check. If a Class Member does not cash their
11 check within this time period, the check will be canceled. The value of the unclaimed funds in
12 the Settlement Administrator's account as a result of a failure to timely cash a settlement check
13 shall be issued to the California Controller's Unclaimed Property Fund in the name of the Class
14 Member.

15 22. For those Class Members and PAGA Group members whose last known
16 addresses or social security numbers could not be located, any such funds awarded to those
17 individuals under the Settlement Agreement shall be distributed to the *Cy Pres* Recipient
18 consistent with Code of Civil Procedure § 384(b) and Section 8.7.4 of the Settlement
19 Agreement. Specifically, the monies shall be equally split among the following *Cy Pres*
20 Recipients: (1) Legal Aid at Work; (2) Los Angeles Fire Department Foundation; and (3)
21 California Community Foundation's Wildfire Recovery.

22 23. This document shall constitute a Judgment for purposes of California Rule of
23 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, Class
24 Representative, Class Members, PAGA Group, and Defendant for the purposes of supervising
25 the implementation, enforcement, construction, administration, and interpretation of the
26 Settlement Agreement and this Order and Judgment.

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28
FEB 06 2025

IT IS SO ORDERED



Judge of the Superior Court

Christian Towns

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT