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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO – CIVIL DIVISION

JORDON NORRIS, VERONICA GARCIA, and
JAMIL JOHNSON, individually on behalf of
themselves, and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

vs.

SCHILLING ROBOTICS, LLC, a limited
liability company; FMC TECHNOLOGIES,
INC., a Delaware corporation; EQ TALENT
SOLUTIONS, LLC, a limited liability company;
ROBERT GLOVER, a natural person
(previously identified as DOE 1), and DOES 2
through 10, inclusive,

Defendants.

Case No.: CV2021-2251

*[Assigned for All Purposes to the Honorable
Samuel T. McAdam, Department 14]*

CLASS ACTION

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

Date: May 22, 2025
Time: 9:00 a.m.
Courtroom: Dept. 14
Judge: Hon. Samuel T. McAdam

Action Filed: December 29, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Veronica Garcia and Jamil Johnson filed a motion for final approval of a class and
3 representative action settlement of the claims asserted against Defendant Schilling Robotics, LLC
4 (“Defendant”) in this action. The matter came on for hearing on May 22, 2025, and the Court issued an
5 Order granting Plaintiff’s motion for final approval of a proposed class and representative action
6 settlement (“Final Approval Order”). The settlement is memorialized in the JOINT STIPULATION OF
7 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE (the
8 “Agreement”; the terms of the proposed settlement reflected in the Agreement are referred to as the
9 “Settlement”). (*See* Declaration of H. Scott Leviant in Support of Plaintiffs’ Motion for Final Approval
10 of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

11 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiffs, all Class Members, and all PAGA Members shall take nothing from
17 Defendant or the Released Parties, except as expressly set forth in the Final Approval Order and the
18 Agreement.

19 The Class Members are:

20 All individuals employed by Schilling Robotics, LLC in non-exempt positions in
21 California, and all individuals employed by EQ Talent Solutions, LLC who were
22 assigned to work at Schilling Robotics, LLC’s California locations, at any time during
23 the Class Period. (the “Class Period” is the period from December 29, 2017, to August
24 27, 2024). “Participating Class Member” means a Class Member who does not submit a
25 valid and timely Request for Exclusion from the Class portion of the Settlement.
(Agreement, ¶¶ 1.d, 1.f, 1.w.)

26 All Class Members who worked at any time between December 29, 2020, and August 27, 2024,
27 are PAGA Members (the “aggrieved employees” as that term is used in the Private Attorneys General
28 Act of 2004, Labor Code § 2698, [“PAGA”]) for purposes of distributing the \$10,000.00 as PAGA
Member Payments. Class Members cannot opt out of the release of the PAGA claims and will receive
their pro rata share of the \$10,000.00, irrespective of whether they are Participating Class Members.

1 As of the Effective Date, Plaintiffs and all Participating Class Members (on behalf of each of
2 them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally
3 fully release and forever discharge the Released Parties¹ from any and all Released Claims that accrued
4 during the Class Period. The “Released Claims” are:

5 any and all claims, debts, rights, demands, obligations or liabilities of every nature and
6 description, for damages, premiums, penalties, liquidated damages, punitive damages,
7 interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the
8 Released Parties, arising during the Class Period and alleged in the operative
9 Complaint, or which could have been alleged based on the facts pled in the operative
10 Complaint, including without limitation claims relating to: (i) the alleged failure to pay
11 for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
12 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the
13 regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the
14 alleged failure to provide meal periods or pay meal period premiums at the regular rate
15 of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the
16 regular rate of pay, (vii) the alleged failure to provide complete and accurate wage
17 statements, (viii) the alleged failure to timely pay wages during employment, (ix) the
18 alleged failure timely pay all wages owed to employees who quit or are terminated, (x)
19 the alleged failure to reimburse for business expenses, (xi) the alleged failure to
20 maintain accurate time and payroll records, and (xii) claims for interest and any other
21 claims and penalties premised on the aforementioned allegations. “Released Claims”
22 includes all types of relief available for the above-referenced claims, including any
23 claims for damages, restitution, losses, premiums, penalties, fines, lines, attorneys’ fees,
24 costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
25 damages, whether under federal law, California law or any state or local law or
26 common law, including, without limitations, as violations of the California Labor Code,
27 the Wage Orders, applicable regulations, and any and all claims under the Fair Labor
28 Standards Act.

18 As of the Effective Date, the state of California, Plaintiffs and all PAGA Members (on behalf of
19 each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and
20 unconditionally fully release and forever discharge the Released Parties from any and all Released
21 PAGA Claims that accrued during the PAGA Period as set forth herein. The “Released PAGA Claims”
22 are:

23 all PAGA claims against the Released Parties arising during the PAGA Period and

24 ¹ “Released Parties” means Schilling Robotics, LLC and its past, present, and future parents,
25 subsidiaries, sister companies, members and divisions, including but not limited to FMC Technologies,
26 Inc., as well as staffing agencies utilized during the Class Period, specifically EQ Talent Solutions, LLC,
27 and their respective past, present, and future officers, directors, employees, partners, shareholders,
28 owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or
entities who may acquire them in the future), assigns, representatives, heirs, executors, and
administrators and all other persons acting by, through, under or in concert with them that could be liable
for the Released Claims.

1 alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any
2 named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson, or
3 Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs'
4 letters or amended letters to the LWDA, including without limitation PAGA claims
5 relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to
6 pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the
7 alleged failure to correctly calculate the regular rate of pay and pay wages that are
8 derived from the regular rate of pay, (v) the alleged failure to provide meal periods or
9 pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide
10 rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged
11 failure to provide complete and accurate wage statements, (viii) the alleged failure to
12 timely pay wages during employment, (ix) the alleged failure timely pay all wages
13 owed to employees who quit or are terminated, (x) the alleged failure to reimburse for
14 business expenses, (xi) the alleged failure to maintain accurate time and payroll records,
15 and (xii) any other PAGA claims premised on the aforementioned allegations.

16 Distributions pursuant to the Agreement shall issue in the amounts authorized in the Final
17 Approval Order, according to the deadlines specified in the Agreement.

18 Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
19 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Class
20 Members, and Defendant, for the purposes of:

- 21 (a) supervising the implementation, enforcement, construction, and interpretation of the
22 Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
23 and the Judgment; and
24 (b) supervising distribution of amounts paid under the Agreement.

25 **IT IS SO ORDERED.**

26 Dated: _____

27 _____
28 Hon. Samuel T. McAdam
YOLO COUNTY SUPERIOR COURT JUDGE