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Attorneys for Plaintiff Zareyah Thompson and Christopher Puga

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ZAREYAH THOMPSON, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State
of California and other non-party Covered
Employees,

Plaintiff,

vs.

BIG 5 CORP., a Delaware corporation; BIG 5
SPORTING GOODS CORPORATION, a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23CV412334
Related Case: 23CV412953

Assigned to the Hon. Charles F. Adams

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: July 18, 2024
Time: 1:30 p.m.
Place: Department 7

Complaint Filed: March 13, 2023
Trial Date: None Set

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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$1,460,000. After deducting the
6 approved amounts for attorneys' fees and costs, and settlement administration costs, the net settlement
7 amount of \$931,394.93 will be allocated as follows: Seventy-Five Percent (75%), or approximately
8 \$698,546.20, shall be paid to the California Labor and Workforce Development Agency, and the
9 remaining Twenty-Five Percent (25%), or approximately \$232,848.73, shall be paid to Covered
10 Employees.

11 9. The Court hereby awards \$486,667 in attorneys' fees and \$19,938.07 costs to Plaintiffs'
12 Counsel, Capstone Law APC and Crosner Legal, PC. The award of attorneys' fees and costs will be
13 divided as follows: (a) \$243,333.50 in attorneys' fees and \$8,335.67 in litigation costs to Capstone Law
14 APC; and (ii) \$243,333.50 in attorneys' fees and \$11,602.40 in litigation costs to Crosner Legal, PC.

15 10. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
16 approves Settlement Administration Costs of \$22,000.

17 11. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
18 completion of settlement administration activities no later than May 14, 2024, as well as an amended
19 judgment regarding the distribution of unclaimed residuals to Worksafe. The Court sets a non-
20 appearance compliance hearing for May 22, 2025 at 1:30 p.m., at which time the Court will consider
21 evidence that the distribution process is complete and that a final accounting may be approved.

22 12. This Judgment shall be binding on all Covered Employees and the State of California,
23 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
24 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
25 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
26 under PAGA is binding not only on the named employee plaintiff but also on state labor law
27 enforcement agencies and any aggrieved employee not a party to the proceeding).

28 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive

1 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
2 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

3 14. This document shall constitute a judgment under California Code of Civil Procedure §
4 664.6.

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6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7 Date _____

8 Hon. Charles F. Adams
9 Santa Clara County Superior Court Judge
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