

1 BIBIYAN LAW GROUP, P.C.
2 David D. Bibiyan (SBN 287811)
3 *david@tomorrowlaw.com*
4 Vedang J. Patel (SBN 328647)
5 *vedang@tomorrowlaw.com*
6 Brandon M. Chang (SBN 316197)
7 *brandon@tomorrowlaw.com*
8 1460 Westwood Boulevard
9 Los Angeles, California 90024
10 Tel: (310) 438-5555; Fax: (310) 300-1705

11 Attorneys for Plaintiff, BRANDON ALEXANDER LOW,
12 on behalf of himself and all others similarly situated
13 and aggrieved
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

BRANDON ALEXANDER LOW, an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

TRIPLE CANOPY, INC., an Illinois
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 37-2023-00007078-CU-OE-CTL
[Assigned to the Hon. Carolyn Caietti in Dept.
C-70]

~~[PROPOSED]~~ JUDGMENT

FILED
San Diego Superior Court

JAN 06 2025

Clerk of the Superior Court
By: A. Shirley, Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the parties' Joint Stipulation Re: Class Action and Representative Action Settlement
7 ("Settlement" or "Settlement Agreement"). All terms used herein shall have the same meaning as
8 defined in the Settlement Agreement.

9 2. The "Settlement Class" ("Settlement Class Members" or "Class Members") means all
10 current and former non-exempt, hourly-paid employees who performed work for Triple Canopy,
11 Inc. ("Defendant"), in California on its DHS CBP Migrant Vaccination Contracts at any time
12 between November 28, 2021 through November 3, 2023 ("Class Period").

13 3. "Aggrieved Employees" means all non-exempt, hourly-paid employees who performed
14 work for Triple Canopy, Inc. ("Defendant"), in California on its DHS CBP Migrant Vaccination
15 Contracts and who received wages for hours worked at any time between February 12, 2022 through
16 November 3, 2023 ("PAGA Period").

17 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
18 objected to the Settlement.

19 5. Within thirty (30) business days following the occurrence of the Effective Date of the
20 Settlement as defined in the Agreement, Defendant shall remit payment of the Gross Settlement
21 Amount and Employer Taxes (as that term is defined in the Agreement) to the Settlement
22 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing
23 qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in
24 accordance with the Agreement and the Court's Orders and subject to the conditions described in
25 the Agreement.

26 6. Within fifteen (15) calendar days after payment of the full Gross Settlement Amount
27 and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
28 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as approved by the

1 Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the
2 Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA Payment, as
3 approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The balance
4 remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments
5 shall be made to Participating Class Members, less applicable taxes and withholdings.

6 7. Individual Settlement Payment and Individual PAGA Payment checks shall remain
7 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
8 In the event that any checks mailed to Participating Class Members and/or Aggrieved Employees
9 are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall
10 be sent to the California State Controller's Office Unclaimed Property Fund in the name of the
11 individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to
12 the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to
13 the requirements of California Code of Civil Procedure section 384.

14 8. Effective only upon the entry of an Order granting Final Approval of the Settlement,
15 entry of this Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
16 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all
17 Participating Class Members release the Released Parties of any and all claims that have been or
18 could reasonably have been asserted based on the factual allegations in the Operative Complaint as
19 follows: For the duration of the Class Period, the release includes, for Participating Class Members:
20 (1) all claims for failure to pay (or properly pay) overtime wages; (2) all claims for failure to pay
21 minimum or other wages for all hours worked; (3) all claims for failure to provide meal periods or
22 compensation in lieu thereof (including, without limitation, break premiums); (4) all claims for
23 failure to provide rest periods or compensation in lieu thereof (including, without limitation, break
24 premiums); (5) all claims for failure to pay all wages due upon separation from employment; (6) all
25 claims for failure to issue accurate wage statements; (7) all claims for failure to timely pay wages
26 during employment; (8) all claims asserting a failure to properly reimburse employees for business-
27 related expenses; (9) all claims for violation of Labor Code section 227.3 with respect to the payment
28 of vacation wages; (10) all claims asserted through California Business & Professions Code section

1 17200, *et seq.* arising out of the Labor Code violations referenced in the FAC; and (11) all claims
2 for relief, including damages, statutory and/or civil penalties, equitable and/or injunctive relief,
3 attorneys' fees, interest, costs, and any other kind of relief whatsoever that could be sought based
4 on the factual allegations and theories of liability asserted in the FAC (the "Class Released Claims").
5 The Parties additionally agree that the Class Released Claims shall include the release of claims
6 under the federal Fair Labor Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899
7 F.3d 1106 (9th Cir. 2018).

8 9. Effective only upon the entry of an Order granting Final Approval of the Settlement,
9 entry of this Judgment, and payment by Defendant to the Settlement Administrator of the full Gross
10 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff, the
11 Aggrieved Employees, and, to the extent permitted by law, the State of California, release the
12 Released Parties for the duration of the PAGA Period from all claims alleged in the PAGA Notice
13 and the FAC for PAGA civil penalties pursuant to Labor Code sections 96(k), 98.6, 201.3, 210,
14 226.3, 432.7, 432.8, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor
15 Code sections 201, 202, 203, 204, 212, 213, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*,
16 404, 432, 432.3, 432.5, 432.6, 510, 512, 558, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 1197.5,
17 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4,
18 including for alleged (1) failure to pay (or properly pay) overtime wages; (2) failure to pay minimum
19 or other wages for all hours worked; (3) failure to provide meal periods or compensation in lieu
20 thereof (including, without limitation, break premiums); (4) failure to provide rest periods or
21 compensation in lieu thereof (including, without limitation, break premiums); (5) failure to pay all
22 wages due upon separation from employment; (6) failure to issue accurate wage statements; (7)
23 failure to timely pay wages during employment; (8) failure to properly reimburse employees for
24 business-related expenses; (9) violations of Labor Code section 227.3 with respect to the payment
25 of vacation wages; (10) failure to maintain and/or produce payroll and time records; (11) payment
26 of wages via non-compliant instruments; (12) failure to provide Labor Code section 2810.5 notices;
27 (13) failure to provide or properly pay for sick leave; (14) failure to provide weekly pay to temporary
28 workers; (15) failure to provide suitable seating; (16) whistleblower retaliation; (17) failing to

1 comply with COVID-19-related notice requirements; (18) failure to provide safety
2 devices/safeguards; (19) failure to keep adequate sanitation facilities; (20) requiring employees to
3 sign unlawful agreements; (21) unlawful pre-employment inquiries and background checks; and
4 (22) unlawful reliance on salary history in making hiring and compensation offers (the "PAGA
5 Released Claims"). The Class Released Claims and PAGA Released Claims shall be collectively
6 referred to herein as the "Released Claims."

7 10. The "Released Parties" shall include: Triple Canopy (including without limitation,
8 Jenna Weeks, Constellis, Inc., Constellis, LLC, and Constellis Integrated Risk Management
9 Services, Inc.) and each of their past, present, and future respective subsidiaries, dba's, affiliates,
10 parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and
11 their successors and predecessors in interest, including all of their officers, directors, shareholders,
12 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys,
13 administrators, fiduciaries, trustees, and agents.

14 11. This document shall constitute a Judgment for purposes of California Rules of Court,
15 Rule 3.769(h).

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

17 Dated: 1/6/25, 2024


Judge of the Superior Court
Carolyn M. Caietti, Judge