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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

MONIQUE PERRY, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

CONNECTED INTERNATIONAL INC., an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0006849

[*Assigned to*: Hon. John R. Soldati, Dept. 10D]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Approval Hearing Dates (Proposed):
Hearing Date: December 15, 2026
December 16, 2026
December 17, 2026
December 18, 2026
December 22, 2026
Time: 9:00 a.m.
Dept.: 10D

Complaint filed: July 5, 2023
Trial date: Not Set

The Court, having considered Plaintiff Monique Perry's ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as Exhibit B to the Declaration of Arrash T. Fattahi), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, individually and in her representative capacity as a private attorney general on behalf of the State of California, on the one hand, and Defendant Connected International Inc. ("Defendant"), on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. "Aggrieved Employees" means all non-exempt employees employed by Defendant in California and paid by Defendant for work performed at any time during the PAGA Period. The PAGA Period shall run from May 1, 2022, to the last date where there are no more than 9,935 pay periods at issue, unless Defendant elects to contribute a pro rata increase to the Gross Settlement Amount, as detailed in the Escalator Clause at Paragraph 9 of the Agreement. The release period, regardless of whether the Escalator Clause is utilized, cannot run past the date of this Order. Settlement Agreement ¶¶ 1.5, 1.27, 9.

4. The Court hereby finds that Plaintiff submitted the Settlement Agreement to the Labor and Workforce Development Agency ("LWDA") at the same time it was submitted to the Court, in accordance with former California Labor Code § 2699, subdivision (l)(2). The Court has received no objection from the LWDA regarding the Settlement.

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the

procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. Defendant will not be required to pay any amount in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $200,000.00, subject only to any adjustment pursuant to Paragraph 9 of the Settlement Agreement. None of the Gross Settlement Amount shall revert to Defendant, except as provided in Paragraph 13 below.

7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of one-third (1/3) of the Gross Settlement Amount, currently estimated to be $66,666.67. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $10,310.72. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

8. The Court awards a PAGA Representative Service Payment to Plaintiff Monique Perry in the amount of $10,000.00 for her services in initiating and prosecuting the PAGA Action and in consideration of her general release of claims. Plaintiff submitted a declaration detailing the ways in which she assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

9. The Court appoints ILYM Group, Inc. to serve as the Administrator. The Court concludes that the Administration Expenses Payment in the amount of $5,350.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

10. The Net Settlement Amount of $107,672.61 shall be allocated as follows: seventy-five percent (75%) ($80,754.46) will be paid to the LWDA as the LWDA PAGA Payment, and the remaining twenty-five percent (25%) ($26,918.15) will be paid to all Aggrieved Employees as Individual PAGA Payments pursuant to the calculation set forth in

Paragraph 4.3.2.1 of the Settlement Agreement. Any portion of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, or Administration Expenses Payment not awarded or not incurred shall remain in the Net Settlement Amount and be distributed in accordance with the Settlement Agreement.

11. Following Defendants providing of the Class Data to the Administrator and Defendant's election pursuant to the Escalator Clause, the Court directs that the Administrator send the Settlement Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

12. Effective on the Judgment Date, Plaintiff, the Aggrieved Employees, the State of California (including the LWDA), and PAGA Counsel release claims against the Released Parties as detailed at Section 6 of the Agreement.

13. The Administrator shall not release any of the payments described in the Settlement Agreement or this Order until the occurrence of the Effective Date, as defined in Paragraph 1.12 of the Settlement Agreement. In the event the Effective Date does not occur, this Order and the Judgment entered hereon shall be vacated, and all monies paid by Defendant, together with any interest accrued thereon, shall be returned to Defendant. Settlement Agreement ¶¶ 1.15, 3.2, 8.2.

14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties, which shall be filed with the Court on or before _____[8 months or more from date of signed Order]. This certification will identify the final PAGA Period as adjusted by Defendant's election via the Escalator Clause. The Court sets a hearing to assess compliance with this Order and the Settlement Agreement for _____ at ___:___ in Department 10D.

16. Judgment is hereby entered in accordance with this Order and the Settlement Agreement. Without affecting the finality of this Order and Judgment, the Court retains jurisdiction over the Parties, the PAGA Action, and the Settlement solely for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. Settlement Agreement ¶ 10.1.

17. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days after its entry, in accordance with former California Labor Code § 2699, subdivision (l)(3).

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. JOHN R. SOLDATI
JUDGE OF THE SUPERIOR COURT