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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

CHRISTINA AWAD and SCOTT FORD,
on behalf of the State of California, as a
private attorney general,

Plaintiff,

vs.

PRO UNLIMITED, INC., a Corporation;
BIOMARIN PHARMACEUTICAL INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIV2300419

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT**

Date: February 5, 2025

Time: 1:30 p.m.

Dept: H

1 **[PROPOSED] ORDER**

2 On February 5, 2025, a hearing was held on Plaintiffs Christina Awad and Scott Ford
3 (collectively, "Plaintiffs") Motion to Approve Settlement Agreement Pursuant to the Private
4 Attorneys General Act, Labor Code section 2698, *et seq.* (the "Motion"). The Court has
5 considered the Joint Stipulation of Settlement and Release ("Agreement" or "Settlement
6 Agreement") and all other papers filed in this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
8 **FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiffs' Motion is
10 **GRANTED.** The Court finds that the Settlement is in all respects adequate considering the
11 purposes and provisions of the California Labor Code Private Attorneys General Act, California
12 Labor Code section 2698, *et seq.* The Court finds that the Settlement has been reached as a result
13 of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
14 were able to reasonably evaluate their respective positions. The Court has reviewed the monetary
15 recovery being provided by the Settlement and recognizes the value accorded to the State of
16 California and Aggrieved Employees.

17 2. Pursuant to Labor Code section 2699(i), the gross amount of Four Hundred
18 Thousand Dollars (\$400,000.00) ("Gross Settlement Amount") shall be distributed as follows:

19 a. Seventy-five percent (75%) of the balance of the Gross Settlement
20 Amount remaining after deductions for Attorneys' Fees and Costs, and Settlement
21 Administration Costs, totaling One Hundred Sixty-Nine Thousand, Nine Hundred Eighty-Four
22 Dollars and Sixteen Cents (\$169,984.16), to the LWDA for PAGA penalties.

23 b. Twenty-five percent (25%) of the balance of the Gross Settlement Amount
24 remaining after deductions for Attorneys' Fees and Costs, and Settlement Administration Costs,
25 totaling Fifty-Six Thousand, Six Hundred Sixty-One Dollars and Thirty-Nine Cents
26 (\$56,661.39), to PAGA Group Members.

27 c. One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three
28 Dollars and Thirty-Three Cents (\$133,333.33) to Plaintiffs' Counsel as Attorneys' Fees;

1 d. Thirty Thousand, Two Hundred Seventy-One Dollars and Twelve Cents
2 (\$30,271.12) to Plaintiffs' Counsel as Costs; and

3 f. Nine Thousand Seven Hundred Fifty Dollars (\$9,750) to the Settlement
4 Administrator.

5 3. Upon payment of the Gross Settlement Amount, the Released Claims in the
6 Settlement are deemed to have been conclusively released by all PAGA Group Members against
7 the Released Parties.

8 4. Plaintiffs and Defendant Magnit, LLC (f.k.a. PRO Unlimited, Inc.) and
9 ("Defendants") are ordered to carry out the terms of the settlement in accordance with the terms
10 of the PAGA Settlement Agreement.

11 5. Judgment is hereby entered in accordance with this Order and the terms of the
12 Settlement. Plaintiffs shall take from their complaint only the relief set forth in the Settlement
13 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
14 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
15 enforcing and interpreting the Settlement, this Order, and this Judgment.

16 6. The Settlement does not constitute an admission by Defendants of liability to
17 Plaintiffs or any PAGA Group Member, nor does this Order constitute a finding by the Court of
18 the validity of any of the claims alleged in this Action, or any liability of Defendants or any of
19 the Released Parties.

20
21 **IT IS SO ORDERED.**

22
23 DATED:

HON. SHEILA S. LICHTBLAU
SUPERIOR COURT OF CALIFORNIA