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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

DAVID AVILA and DAVID JUAREZ, on
behalf of the State of California, as private
attorneys general,

Plaintiffs,

v.

BEHR PROCESS CORPORATION, a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 13 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

CASE NO.: 30-2023-01366549-CU-OE-CXC

Assigned to the Hon. William D. Claster

**~~PROPOSED~~ PAGA SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

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Amount of \$560,000, as set forth in the Settlement Agreement.

169,000

6. The Court approves a PAGA Counsel fees payment of ~~\$186,666.67~~, allocated as follows: 35% to Bokhour Law Group, P.C., 35% to Falakassa Law, P.C., and 30% to Moon Law Group, P.C, to be paid from the Gross Settlement Amount as full compensation for all attorneys' fees incurred or to be incurred in connection with the Action and the implementation of the Settlement.

7. The Court approves a PAGA Counsel litigation expenses payment of ~~\$21,830.84~~ to Bokhour Law Group, P.C., to be paid from the Gross Settlement Amount as full reimbursement of actual, out-of-pocket litigation costs reasonably incurred in the prosecution and resolution of the Action.

8. The Court appoints Simpluris, Inc. as the Settlement Administrator and approves an Administration Expenses Payment of \$4,000.00, to be paid from the Gross Settlement Amount, as reasonable and necessary to administer the Settlement.

9. The remaining amount (the "Net Settlement Amount"), totaling ~~\$347,519.69~~, shall be allocated as follows: 75% (~~\$260,626.86~~) to the LWDA; and 25% (~~\$86,875.62~~) to the PAGA Members, to be distributed pro rata based on the number of PAGA pay periods worked during the PAGA Period, as set forth in the Settlement Agreement.

10. Upon the Court's approval of the PAGA Settlement, the releases set forth in the Settlement Agreement shall become effective and binding on the Parties. ~~The Court confirms the following:~~

Pursuant to Section 6 of the Settlement Agreement, the LWDA, the State of California, and all PAGA Members shall be deemed to have released the Released Parties¹ from claims for penalties and attorneys' fees and costs recoverable under

¹ "Released Parties" means (a) Defendant; (b) Defendant's respective former and present parents (including Masco Corporation), subsidiaries, affiliated corporations and entities, vendors, and independent contractors of the entity in subparagraph (a); (c) the successors, and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each of the respective current, former, and future officers, directors, members, managers, insurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, employees, consultants, vendors, payroll companies, staffing agencies, independent contractors, clients, partners, shareholders, joint venturers, and third-party agents of any of the entities identified in subparagraphs (a) through (c). (S.A. ¶ 14.)

WDC

PAGA which Plaintiffs, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the violations alleged or that could have been alleged based on the facts alleged in this Action and the Juarez Action² or the PAGA Notices by Plaintiffs, including but not limited to, PAGA Penalties for or arising out of the following: failure to accurately record all time worked, including time worked off the clock, failure to compensate employees for all hours and overtime hours worked, failure to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to timely pay final wages at termination, failure to reimburse for necessary business expenses, failure to pay all vested vacation time, failure to properly elect and implement an alternative workweek schedule, failure to keep accurate and complete time and pay records, failure to timely produce or make available personnel records and payroll records, refusal to pay wages, unlawful deductions, requiring unlawful agreements and waivers, and conducting unlawful inquiries into criminal history, and violations of Labor Code sections 201-203, 204, 208, 210, 216, 218.5, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245-248.5, 256, 432, 432.5, 432.6, 432.7, 510, 511, 512, 516, 558, 559.1, 1194, 1194.2, 1197.1, 1198, 1198.5, 1199, 2698, et seq., and 2800-2804. This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiffs, PAGA Members, and the LWDA regardless of whether the PAGA Member cashes his or her settlement check. Released PAGA Claims do not include any individual claims PAGA Members may have.

² "Juarez Action" means the related action entitled *David Juarez v. Behr Process Corp.* in Orange County Superior Court, Case No. 30-2025-0145270. The Juarez Action was dismissed without prejudice, and the claims and parties in the Juarez Action were enjoined into this Action pursuant to the Second Amended Complaint filed in this Action on March 20, 2025.

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2 11. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed
3 as an admission or concession of liability or wrongdoing by Defendant or the Released Parties. The
4 Settlement is entered into solely for the purpose of compromise and resolution. This Order and
5 Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its
6 terms or to support defenses such as res judicata or release.

7 12. The Court reserves continuing jurisdiction over the implementation, enforcement,
8 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
9 pursuant to Code of Civil Procedure § 664.6.

10 13. Within ten (10) days of entry of this Order and Judgment, Plaintiffs shall submit a
11 copy to the LWDA, as required by Labor Code § 2699(1)(3). Within seven (7) days thereafter, PAGA
12 Counsel shall file a declaration confirming compliance with that requirement.

13 14. The Court hereby enters final judgment in this Action pursuant to the terms of the
14 Settlement Agreement and this Order.

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

16 DATED: 3/13/26



HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT