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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

COLBY WILLIAMS, an individual, in his
representative capacity on behalf of the State of
California and fellow Aggrieved Employees,

Plaintiff,

vs.

IDX CORPORATION, a Delaware corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No. CIVSB2415904

**[PROPOSED] ORDER GRANTING
STIPULATION TO APPROVE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE
AGREEMENT**

[Assigned for all purposes to The Honorable
Jeffrey R. Erickson, Dept. S14]

Action Filed: May 2, 2024
Trial Date: None Set

1 **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND RELEASE**
2 **AGREEMENT**

3 Having duly considered the above stipulation, and good cause appearing,

4 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

5 1. All defined terms contained herein shall have the same meaning as set forth in the
6 Settlement Agreement and Release of Individual and PAGA Claims ("Settlement," "Settlement
7 Agreement," or "Agreement") attached to the stipulation as **EXHIBIT A**.

8 2. The Court finds that Plaintiffs have satisfied the prerequisites under California Labor
9 Code § 2699.3(a), including and not limited to providing the California Labor and Workforce
10 Development Agency ("LWDA") and IDX Corporation ("Defendant") notice of the specific
11 provisions of the Labor Code alleged to have been violated, including and not limited to, the facts
12 and theories to support the alleged violations.

13 3. The "Aggrieved Employees" covered under the Settlement consist of the following
14 individuals: all current and former non-exempt employees employed by Defendant in the State of
15 California at any time during the PAGA Period (the "Aggrieved Employees" and/or "PAGA
16 Settlement Members"). The PAGA Period means May 4, 2023 to June 1, 2025.

17 4. The Court finds that the Parties reached the Settlement as the result of arm's-length
18 negotiations.

19 5. The Court has considered the Settlement, and the monetary allocations provided
20 thereby, and finds that they are fair, just, reasonable, and adequate.

21 6. The Court approves the payment of \$25,833.33 to Plaintiff's Counsel for attorneys'
22 fees ("Attorneys' Fees Payment"). The Court also approves the payment of \$16,521.82 to Plaintiff's
23 Counsel for litigation costs ("Attorneys' Costs Payment"). Defendant shall pay these amounts in
24 accordance with the Settlement Agreement.

25 7. Pursuant to California Labor Code section 2699(1), the Court has reviewed the sum
26 allocated for payment of penalties under PAGA ("Net Settlement Amount"), determined that the Net
27 Settlement Amount is fair, just, reasonable, and adequate, and hereby approves the Net Settlement
28 Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$77,500.00) minus the

1 above-approved Attorneys' Fees Payment, Attorneys' Costs Payment, Cost of Settlement
2 Administration, and Plaintiff's Service Award. Defendant shall pay seventy-five (75%) of the Net
3 Settlement Amount to the LWDA ("LWDA Penalties Payment") and shall pay twenty-five percent
4 (25%) of the Net Settlement Amount to the Aggrieved Employees ("Individual PAGA Payments"),
5 consistent with this Order and the Settlement Agreement.

6 8. The Parties to this Action are directed to perform in accordance with the terms set
7 forth in the Settlement Agreement.

8 9. The Court hereby directs Atticus Administration, LLC to administer the Settlement
9 and to make the payments as provided for in the Settlement Agreement.

10 10. The Court further finds that PAGA does not require that notice of the Settlement be
11 provided to the Aggrieved Employees, however, Defendant is ordered to distribute payments to
12 Aggrieved Employees with a cover letter. The Court has reviewed and approved the Notice of PAGA
13 Settlement and Release of Claims for distribution to the Aggrieved Employees at the same time that
14 payments are distributed to Aggrieved Employees, attached to the stipulation as **EXHIBIT B**.

15 11. The Individual PAGA Payments will be based on the number of pay periods worked
16 by each PAGA Settlement Member during the PAGA Period. The Administrator will calculate each
17 Individual PAGA Payment by (a) dividing the PAGA Employees' Share (which is 25% of the PAGA
18 Penalties Amount) by the total number of PAGA Period Pay Periods worked by all Aggrieved
19 Employees during the PAGA Period. The resulting pay period value will then be multiplied by the
20 number of PAGA Pay Periods worked by each PAGA Settlement Member to calculate their
21 individual PAGA payment.

22 12. Checks for Individual PAGA Payments sent to PAGA Members shall be valid for
23 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed
24 after 180 days will be transmitted to the State Controller's Unclaimed Property Fund in the name of
25 the affected PAGA Member.

26 13. All Parties, Aggrieved Employees, the State of California, and the LWDA are hereby
27 bound by the Settlement and its associated release of Released PAGA Claims.

28 14. Conditioned upon Defendant's full payment of Gross Settlement Amount, the

Settlement Agreement and the dismissal with prejudice to be entered by the Court, this settlement forever bars Plaintiff, the LWDA, the State of California, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees, from pursuing any action against Defendant and the Released Parties for any and all claims that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, and any amendments thereto, which occurred during the PAGA Period, including but not limited to, all claims for: (1) Unfair Business Practices; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Waiting Time Penalties; and (8) Failure to Reimburse for Business Expenses all in violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198 and 2802.

15. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

16. Pursuant to the Settlement, the Action is hereby dismissed with prejudice.

17. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of the Settlement.

18. Nothing in this Order, the PAGA Settlement, nor any exhibit, document, or instrument delivered thereunder will be construed as an admission by Defendant in any way 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 Defendants or with respect to the truth of any allegation asserted by any person.

19. Notice of this Order and Judgment shall be given to the LWDA by submission through the online system established for the filing of notices and documents, within ten (10) calendar days after its entry, in conformity with Labor Code § 2699(1).

IT IS SO ORDERED.

Dated: _____, 2025

THE HONARABLE Jeffrey R. Erickson
JUDGE OF THE SUPERIOR COURT