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Individually, on behalf of all others similarly situated, and as
Representatives of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Chanielle Enomoto and Brandon Johnson,
Individually, on behalf of all others similarly
situated, and as Representatives of the State of
California,

Plaintiffs,

vs.

Siemens Industry, Inc.; and Does 1 through 20,
inclusive,
Defendants.

Case No.: 22CV022814

Hon. Victoria Kolakowski – Dept. 16

[PROPOSED] JUDGMENT

FILED
Superior Court of California
County of Alameda

04/24/2025

Chad Flake, Executive Officer/Clerk of the Court

By: Diana Fisher Deputy
D. Fisher

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The named Plaintiffs Chanielle Enomoto and Brandon Johnson (“Plaintiffs”), and the settling
3 Defendant Siemens, Inc. (“Defendant”) (together, the “Parties” or “Settling Parties”) have entered into a
4 Class Action Settlement (“Stipulation”) to settle the above-captioned class action subject to the Court’s
5 approval. (*See* Declaration of Jonathan M. Lebe in Support of Plaintiffs’ Unopposed Motion for Final
6 Approval of Class Action Settlement, Ex. A.)

7 **JUDGMENT**

8 The Final Approval Order is incorporated herein in its entirety.

9 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
10 entered whereby the Plaintiffs and all Class Members shall take nothing from Defendant, except as
11 expressly set forth in the Final Approval Order and in the Stipulation, filed as Exhibit A to the Declaration
12 of Jonathan M. Lebe in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action
13 Settlement.

14 Solely for purposes of effectuating this Stipulation, this Court has certified a class of all Class
15 Members, as those terms are defined in and by the terms of the Stipulation:

16 All current and former employees of Siemens in California with the formal, internal title of Area
17 Sales Professional (“ASP”) employed at any time during the “Class Period,” defined as the time period
18 from March 2, 2018 to October 27, 2024.

19 The Collective Member are fully encompassed within the settlement class as. In addition, this
20 Stipulation resolves the Private Attorneys General Act claims of the Aggrieved Employees, defined as
21 “All current and former employees of Siemens in California with the formal, internal title of Area Sales
22 Professional (“ASP”) employed at any time during the PAGA Period,” defined as the time from July 23,
23 2020 until October 27, 2024.

24 All Aggrieved Employees and Collective Members in this action are also Class Members. All
25 Class Members are bound by the Final Approval Order and Judgment in this Action.

26 THE CLASS RELEASE: Upon the final approval by the Court of this Stipulation and Defendant’s
27 payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be
28 created by this Stipulation, the Class Representatives, the Class, and each Class Member who has not

submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of the Released Parties. (a) Defendant and each and all of Defendant's past or present partners, parents, subsidiaries, or related entities (regardless of whether such partners, parents, subsidiaries, or related entities are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies employed or used by the Released Parties, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations as described in the Stipulation; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

(b) Date Release Becomes Active. The effective date shall be the date the Court has entered its Final Order and Judgement, and: (1) if there were any objectors: five (5) calendar days after the expiration of the period for filing any appeal, writ, or other appellate proceeding challenging the Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, (2) if an appeal or writ is filed, five (5) calendar days after the dismissal or final resolution of the appeal or writ. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Final Approval Order and Judgment is completely final and there is no further recourse by an appellant or objector who seeks to contest the Settlement. If no objection is made to the settlement, the Final Effective Date will be the date the Court has entered the Final Approval Order and Judgment.

(c) Released Claims. In connection with the employment of the Settlement Class Members during the period from March 2, 2018, to October 27, 2024 and the Aggrieved Employees during the period from July 23, 2020, to October 27, 2024, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, through the Release Period, which in any way arises out of, is based on, or relates in any way to the facts alleged in the operative Complaint, which specifically includes: (a) minimum and overtime wages allegedly due; (b)

1 meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements,
2 documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or
3 maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or
4 allegedly due; (e) record-keeping obligations; (f) the payment or non-payment of reimbursements required
5 under California Labor Code Section 2802; (g) the payment, non-payment, or timeliness of payment of
6 commissions due or allegedly due; (h) the unlawful or unlawful deduction of wages allegedly earned or
7 not earned; (i) violation or alleged violation of the Federal Labor Standards Act, 29 U.S.C. § 207, 211,
8 and 29 C.F.R § 516.2(b), California Labor Code Sections 201, 202, 203, 204, 210, 221, 226, 226.7, 510,
9 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, California
10 Business and Professions Code § 2751, Business & Professions Code §§ 17200 *et seq.*, and California
11 Industrial Welfare Commission Wage Orders; (j) attorneys' fees due or allegedly due under California
12 Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (k) any other claims
13 that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the
14 operative Complaint; and (l) penalties or other payments which in any way arise out of, are based on, or
15 relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments
16 under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or
17 1199, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding
18 the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of
19 payments, check stubs or wage statements, recordkeeping obligations, and/or reimbursement of expenses.
20 Without in any way limiting the foregoing, Settled Claims as to the Class Members shall include all claims,
21 liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts,
22 actions, and causes of action under statutes and regulations set forth in this Section regarding Class
23 Members, whether enforced directly or pursuant to California Business and Professions Code Section
24 17200, *et seq.*, or any other mechanism.

25 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
26 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiffs,
27 Settlement Class Members, and Defendant, for the purposes of:

28 ///

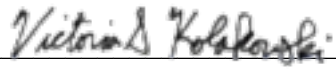
1 (a) supervising the implementation, enforcement, construction, and interpretation of the
2 Stipulation, the Preliminary Approval Order, the plan of allocation, the Final Approval
3 Order, and the Judgment; and

4 (b) supervising distribution of amounts paid under this Stipulation.

5 The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and
6 is intended to be immediately appealable.

7
8 IT IS SO ORDERED.

9
10 Date: 04/24/2025



Judge Victoria Kolakowski
Judge of the California Superior Court
Victoria Kolakowski / Judge