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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

MIRANDA LOPEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

BEHAVIOR FRONTIERS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive;

Defendants.

Case No. 22STCV15331

[PROPOSED] JUDGMENT

Date: April 9, 2024
Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on April 9, 2024, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as all individuals employed by Defendant in California in a non-exempt
9 position during the Class Period. The Class Period is defined as the period from May 9, 2018 to July
10 31, 2023.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
13 are 5,429 Class Members who worked for Defendant during the Class Period. After providing
14 Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement, and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, by operation of
25 this Final Judgment, each Class Member who has not validly opted out, has released the "Released
26 Class Claims" against the Defendant and all of the "Released Parties" as set forth in the Agreement.
27 The Participating Class Members, including Plaintiff, are bound by the Agreement, the Order
28 Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment. The

1 Participating Class Members, including Plaintiff, are enjoined from prosecuting the Released Class
2 Claims and from initiating or continuing other proceedings regarding the Released Class Claims.

3 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

4 (a) The Released Class Claims are defined as all claims, rights, demands,
5 liabilities, and causes of action alleged in the Complaint and First Amended Complaint in the Action,
6 and claims that reasonably could have been alleged based on the Class Period facts alleged in the
7 Complaint and First Amended Complaint or based on any facts ascertained in the course of the
8 litigation, including (a) any and all claims involving any alleged failure to pay wages for all time
9 worked, including failure to compensate for alleged “off the clock” work, failure to pay minimum
10 wage, and failure to pay overtime, (b) any and all claims involving any alleged failure to pay
11 overtime at the regular rate of pay, (c) any and all claims involving any alleged failure to provide
12 compliant meal and rest periods, including failure to pay meal and rest period premium pay, (d) any
13 and all claims involving any alleged failure to timely pay all wages due upon termination, (e) any
14 and all claims involving any alleged failure to timely pay all wages due during employment, (f) any
15 and all claims involving any alleged failure to provide compliant wage statements, (g) any and all
16 claims involving any alleged failure to keep requisite payroll records, (h) any and all claims
17 involving any alleged failure to reimburse business expenses, (i) any and all claims involving any
18 alleged failure to pay paid sick leave at the correct rate of pay, and (j) any and all claims involving
19 any alleged failure to properly pay reporting time pay, which occurred during the Class Period. The
20 release shall include all Federal Fair Labor Standards Act claims which could have been brought
21 based on the facts pleaded in the Complaint or First Amended Complaint.

22 (b) The “Released Parties” means Defendant and each of its former and present
23 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
24 and assigns, including any and all entities presently or formerly affiliated or associated with
25 Defendant.

26 7. As of the date the Defendant funds the Gross Settlement Amount, by operation of
27 this Final Judgment, the Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the
28 State of California, and each “Aggrieved Employee” has released the Released Parties from the

1 “Released PAGA Claims” for the “PAGA Period” as set forth in the Agreement. Plaintiff, the
2 Aggrieved Employees, the LWDA, and the State of California are bound by the Agreement, the
3 Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.
4 Plaintiff, the Aggrieved Employees, the LWDA, and the State of California are enjoined from
5 prosecuting the Released PAGA Claims and from initiating or continuing other proceedings
6 regarding the Released PAGA Claims.

7 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

8 (a) The Aggrieved Employees are defined as all individuals employed by
9 Defendant in California in a non-exempt position at any time during the PAGA Period.

10 (b) The “PAGA Period” is defined as the period from May 17, 2022, to July 31,
11 2023.

12 (c) The Released PAGA Claims are defined as all claims for PAGA penalties
13 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged
14 in the Complaint, First Amended Complaint or PAGA Notice or based on any facts ascertained in
15 the course of the litigation, including (a) any and all claims involving any alleged failure to pay
16 wages for all time worked, including failure to compensate for alleged “off the clock” work, failure
17 to pay minimum wage, and failure to pay overtime, (b) any and all claims involving any alleged
18 failure to pay overtime at the regular rate of pay, (c) any and all claims involving any alleged failure
19 to provide compliant meal and rest periods, including failure to pay meal and rest period premium
20 pay, (d) any and all claims involving any alleged failure to timely pay all wages due upon
21 termination, (e) any and all claims involving any alleged failure to timely pay all wages due during
22 employment, (f) any and all claims involving any alleged failure to provide compliant wage
23 statements, (g) any and all claims involving any alleged failure to keep requisite payroll records, (h)
24 any and all claims involving any alleged failure to reimburse business expenses, (i) any and all
25 claims involving any alleged failure to pay paid sick leave at the correct rate of pay, and (j) any and
26 all claims involving any alleged failure to properly pay reporting time pay, which occurred during
27 the PAGA Period.

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9. This Court hereby grants final approval and awards the following: (i) \$687,195.99 for Attorneys' Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or Six Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67) and costs and expenses in the amount of Twenty Thousand, Five Hundred Twenty-Nine Dollars and Thirty-Two Cents (\$20,529.32); (ii) the Class Representative Payment to Class Representative, Miranda Lopez, of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Administration Expenses Payment of Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) to Apex Class Action LLC; and (iv) Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (25% of the PAGA Payment) allocated to Aggrieved Employees ("Individual PAGA Payments").

10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: _____

Hon. Elihu M. Berle
Judge, Superior Court for the State of California,
County of Los Angeles