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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN CHEUNG, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

SIGNATURE SOLUTIONS, LCC a Florida
Limited Liability Company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 22STCV13034

[PROPOSED] JUDGMENT

Date: December 19, 2023
Time: 8:30 a.m.

Judge: Hon. Holly J. Fujie
Dept.: 56

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Fees and Expenses Payment and Class
3 Representative Service Payment duly came on for hearing on December 19, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

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

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "all of Defendant's current and former non-exempt employees, employed
10 within the State of California at any time during the period from April 19, 2018 to May 17, 2023
11 ("Class Period")."

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

23 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

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

27 (a) The "Released Class Claims" are defined all claims that were alleged, or
28 reasonably could have been alleged, based on the facts stated in the operative Complaint that

1 occurred during the Class Period, including any and all claims involving any allegations that
2 Defendant: failed to pay all wages due (including minimum wages, regular wages, sick pay,
3 vacation, paid time off and overtime wages); failed to provide legally-compliant meal and rest
4 breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks;
5 failed to timely pay all earned wages and compensation; failed to provide timely final pay; failed
6 to provide accurate itemized wage statements; failed to reimburse for necessary business expenses;
7 and engaged in unfair business practices due to the underlying violations at any time during the
8 Class Period. This includes any claims for injunctive relief, declaratory relief, restitution,
9 fraudulent business practices or punitive damages alleged or other damages or penalties or which
10 could have been alleged under the facts, allegations and/or claims pleaded as part of the Action.
11 This further includes any and all other claims under California common law, the California Labor
12 Code including but not limited to the Fair Labor Standards Act, California Industrial Welfare
13 Commission Wage Orders, and the California Business and Professions Code alleged in or that
14 could have been alleged under the facts, allegations and/or claims pleaded in the Action.

15 (b) The “Released Parties” are defined as Defendant and its past, current and
16 future parents, predecessors, successors, all affiliates, subsidiaries, entities, divisions, partners,
17 joint venturers, related entities and those acting in concert with them and each of their current and
18 former officers, directors, members, agents, employees, and stockholders and agents.

19 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
20 Labor and Workforce Development Agency (“LWDA”), the State of California, and each “PAGA
21 Member” have released the Released Parties from the “Released PAGA Claims” for the “PAGA
22 Period” as set forth in the Agreement.

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

24 (a) The “PAGA Members” are defined as all Defendant’s current and former
25 non-exempt employees, employed within the State of California at any time during the PAGA
26 Period.

27 (b) The “PAGA Period” is defined as the period from February 8, 2021 to May
28 17, 2023.

1 (c) The “Released PAGA Claims” are defined as all claims for PAGA penalties
2 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
3 Complaint, and the PAGA Notice including, any and all claims for PAGA penalties involving any
4 allegations that Defendant failed to pay all wages due (including minimum, regular, sick pay,
5 vacation, paid time off and overtime wages), failed to provide legally-compliant meal and rest
6 breaks and failed to pay premium pay for missed, late, interrupted or short meal and rest breaks,
7 failed to timely pay all earned wages and compensation, failed to provide timely final pay, failed
8 to provide accurate itemized wage statements, and failed to reimburse for necessary business
9 expenses, at any time during the PAGA Period.

10 9. This Court hereby grants final approval and awards the following: (i) Two
11 Hundred, Sixty-Eight Thousand, Two Hundred Forty-Six Dollars and Seventy-Five Cents
12 (\$268,246.75) for the Class Counsel Fees and Litigation Expenses Payment comprised of one-
13 third of the Gross Settlement Amount, or Two Hundred Fifty Thousand Dollars and Zero Cents
14 (\$250,000.00) (“Class Counsel Fees Payment”) and litigation expenses in the amount of Eighteen
15 Thousand Two-Hundred Forty-Six Dollars and Seventy-Five Cents (\$18,246.75) (“Class Counsel
16 Litigation Expenses Payment”); (ii) the Class Representative Service Payment to Class
17 Representative, Jonathan Cheung, in the amount of Ten Thousand Dollars and Zero Cents
18 (\$10,000.00) in exchange for a general release; (iii) Settlement Administration Costs of Twelve
19 Thousand Dollars and Zero Cents (\$12,000.00) to ILYM Group, Inc.; (iv) Forty-Five Thousand
20 Dollars and Zero Cents (\$45,000.00) (75% of the PAGA Penalties) to the Labor and Workforce
21 Development Agency (“LWDA PAGA Payment”); and Fifteen Thousand Dollars and Zero Cents
22 (\$15,000.00) (25% of the PAGA Penalties) allocated to the Individual PAGA Payments.

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

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6 DATED: _____, 2023
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10 Hon. Holly J. Fujie
11 JUDGE OF THE SUPERIOR COURT
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