

1 **ZAKAY LAW GROUP, APLC**
 2 Shani O. Zakay (State Bar #277924)
 3 Jackland K. Hom (State Bar #327243)
 4 Julieann Alvarado (State Bar #334727)
 5 5440 Morehouse Drive, Suite 3500
 6 San Diego, CA 92121
 7 Telephone: (619)255-9047
 8 Facsimile: (858) 404-9203
 9 shani@zakaylaw.com
 10 jackland@zakaylaw.com
 11 julieann@zakaylaw.com

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO
 SAN BERNARDINO DISTRICT

SEP 12 2023

BY Jessica Garcez
 JESSICA GARCEZ, DEPUTY

12 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**
 13 Norman B. Blumenthal (State Bar #068687)
 14 Kyle R. Nordrehaug (State Bar #205975)
 15 Nicholas J. De Blouw (State Bar #280922)
 16 2255 Calle Clara
 17 La Jolla, CA 92037
 18 Telephone: (858)551-1223
 19 Facsimile: (858) 551-1232
 20 Website: www.bamlawca.com

21 Attorneys for Plaintiff ROMAN PEREZ

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 23 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

24 ROMAN PEREZ, individually and on
 25 behalf of all persons similarly situated

Case No. CIV-DS2018372

26 PLAINTIFFS,

[PROPOSED] JUDGMENT

27 vs.

28 BUTLER AMERICA, LLC, a Delaware
 Limited Liability Company; ZONES, LLC,
 a Washington Limited Liability Company;
 and Does 1 through 50, Inclusive,

Date: September 12, 2023
 Time: 1:30 p.m.
 Judge: Hon. Joseph Ortiz
 Dept.: S-17

DEFENDANTS.

1 Plaintiff's motion for an order finally approving the Class Action Settlement Agreement
2 and Release of Claims ("Agreement") and Motion for Class Counsel Award and Class
3 Representative Service Payment duly came on for hearing on September 12, 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 Civil Penalty Payment and good
6 cause appearing therefor,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "All non-exempt employees who are or previously were
10 assigned to provide professional services to Zones, LLC by Butler America, LLC and performed
11 work in California during the period of May 27, 2016 to June 21, 2022."

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 Civil Penalty Payment and this Final Judgment, Plaintiff,
16 and all members of the Settlement Class, shall take nothing in the Action. Each party shall bear its
17 own attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
18 Motion for Final Approval of Class Action and PAGA Civil Penalty Payment and in this Final
19 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
23 settlement benefits.

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

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Released Class Claims” are defined all class claims alleged in the
2 Class Action Complaint and that could have been alleged in the Class Action Complaint based on
3 the facts alleged, which occurred during the Settlement Period, and expressly excluding all other
4 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
5 disability, social security, workers’ compensation, class claims outside of the Settlement Period,
6 and PAGA claims, which are released separately hereinbelow. The Release by Settlement Class
7 Members shall be effective as to Butler immediately upon Butler funding its respective share of
8 the Gross Settlement Amount and effective as to Zones immediately upon Zones funding its
9 respective share of the Gross Settlement Amount, each independently of the other.

10 (b) The “Released Parties” are defined as Defendants, their respective affiliates
11 and subsidiaries, and each of their predecessors, successors, subsidiaries, parent companies, other
12 corporate affiliates, and assigns, and each and all of their current or former subsidiaries, parents,
13 affiliates, predecessors, insurers, agents, servants, employees, successors, assigns, officers,
14 officials, directors, attorneys, personal representatives, registered representatives, executors,
15 members and shareholders, including their respective pension, profit sharing, savings, health, and
16 other employee benefits plans of any nature, the successors of such plans, and those plans’
17 respective current or former trustees and administrators, agents, employees, and fiduciaries, and
18 any other persons acting by, through, under or in concert with any of them.

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
21 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
22 the “PAGA 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 non-exempt employees who are or
25 previously were assigned to provide professional services to Defendant Zones by Defendant Butler
26 and performed work in California during the PAGA Period. The PAGA Period is defined as the
27 period from April 15, 2019 and June 21, 2022.

1 (b) The "Released PAGA Claims" are defined as all PAGA claims alleged in
2 the Class Action Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the
3 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
4 wrongful termination, unemployment insurance, disability, social security, workers'
5 compensation, and PAGA claims outside of the PAGA Period. The Release by the Aggrieved
6 Employees shall be effective as to Butler immediately upon Butler funding its respective share of
7 the Gross Settlement Amount, and it shall be effective as to Zones immediately upon Zones
8 funding its respective share of the Gross Settlement Amount, each independently of the other.

9 9. This Court hereby grants final approval and awards the following: (i) \$70,000 for
10 the Class Counsel Fees and Litigation Expenses Payment comprised of one-third of the Gross
11 Settlement Amount, or \$50,000 ("Class Counsel Fees Payment") and litigation expenses in the
12 amount of \$20,000 ("Class Counsel Litigation Expenses"); (ii) the Class Representative Service
13 Payment to Class Representative, Roman Perez, in the amount of \$10,000.00 in exchange for a
14 general release; (iii) Settlement Administration Costs of \$5,500.00 to ILYM Group, Inc.; (iv)
15 \$3,750.00 (75% of the PAGA Civil Penalty Payment) to the Labor and Workforce Development
16 Agency ("LWDA Payment"); and \$1,250.00 (25% of the PAGA Civil Penalty Payment) allocated
17 to the Individual PAGA Payments.

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

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23 **SEP 12 2023**
24 DATED: _____, 2023

JOSEPH T. ORTIZ

25
26 _____
27 Hon. Joseph Ortiz
28 JUDGE OF THE SUPERIOR COURT