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14 **F I L E D**
15 San Diego Superior Court

16 DEC 02 2025

17 Clerk of the Superior Court
18 By: K. Sorianosos, Deputy

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **IN AND FOR THE COUNTY OF SAN DIEGO**

21 JAMES HYLAND, an individual, on
22 behalf of the State of California, as a
23 private attorney general,

24 Plaintiff,

25 vs.

26 BEST BUY HEALTH, INC., a
27 Corporation, and DOES 1 through 50,
28 inclusive,

29 Defendants.

30 Case No.: 37-2021-00030211-CU-OE-CTL

31 **PROPOSED AMENDED ORDER AND
32 JUDGMENT APPROVING PAGA
33 SETTLEMENT**

34 Hearing Date: November 7, 2025
35 Hearing Time: 9:00 a.m.

36 Judge: Hon. Matthew C. Braner
37 Dept.: C-60

38 Action Filed: July 15, 2021
39 Trial Date: Not Set

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ORDER AND JUDGMENT

2 1. Plaintiff James Hyland (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
3 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
4 California Labor Code § 2699(l), against Defendant Best Buy Health, Inc. (“Defendant”).

5 2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
6 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
7 claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”),
8 which is incorporated by reference. The California Labor Workforce Development Agency was
9 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
10 online process and no objection has been received to the settlement or the motion from the Labor
11 Workforce Development Agency.

12 3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
15 \$440,000, which includes the PAGA Payment, the Administration Expenses Payment in the total sum
16 of \$7,950 for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
17 amount of \$146,666 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation
18 Expenses Payment in the amount of \$34,145.13. The PAGA Payment in the amount of \$250,388.87,
19 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the
20 Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation
21 Expenses Payment, shall be allocated to Labor Code 2699 penalties of which 75% of the payment will
22 be paid to the LWDA (no less than \$187,791.65) and 25% will be paid to the Aggrieved Employees
23 (no less than \$62,597.22).

24 4. The Court, having reviewed the evidence and papers submitted and argument of
25 counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and
26 approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,
27 which shall be allocated and paid out as set forth in the Settlement Agreement.

1 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
2 employed by Defendant in California and classified as a non-exempt employee at any time during the
3 PAGA Period. The PAGA Period is the period from July 15, 2020 and ending March 1, 2025.

4 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
5 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall
6 be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” are all claims
7 for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged,
8 based on the facts stated in, and that involve the same primary rights as those placed at issue by, the
9 Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, including but not
10 limited to PAGA claims premised on the alleged failure to pay minimum wages, failure to pay
11 overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods,
12 failure to pay for all hours worked (off-the-clock work and/or time rounding), failure to pay reporting
13 time pay, failure to pay vacation pay, failure to maintain timekeeping and payroll records, failure to
14 pay all sick time or paid sick leave, failure to pay sick time or paid sick leave at the correct rate of pay,
15 failure to provide meal and rest periods, failure to pay meal or rest period premiums at the correct rate
16 of pay, failure to timely pay wages and final wages, failure to provide accurate wage statements, failure
17 to provide suitable seating, failure to reimburse employees for necessary business expenses, violation
18 of Labor Code Section 351, and alleged unlawful deductions from pay. The Released PAGA Claims
19 expressly excludes all other claims, including Plaintiff’s Individual Settlement Payment which is
20 subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security, workers’
22 compensation, California class claims, and PAGA claims outside of the PAGA period, and all other
23 individual claims brought by Plaintiff in arbitration before JAMS, Case No. 1240024788.

24 7. This settlement (including this Order) cannot be used, directly or indirectly, to
25 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
26 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
27 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
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1 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
2 (including this Order) shall not be construed to be an admission by Defendant of any liability or
3 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
4 disclaims any such liability or wrongdoing.

5 8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
6 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
7 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
8 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
10 distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

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14 DATED: 12/2/25



15 THE HONORABLE MATTHEW C. BRANER
16 JUDGE OF THE SUPERIOR COURT

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