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FILED
Superior Court of California
County of Los Angeles

09/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

**JOEL PASNO, JOHN KUNTZ, and
RODELLA HURTADO**, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

HIBU INC., a Delaware Corporation,

Defendant.

CASE NO. 22STCV01361

~~[PROPOSED]~~ JUDGMENT

1 Having fully considered Plaintiffs’ unopposed Motion for Order Granting Final Approval of Class
2 Action Settlement and Motion for Approval of Attorneys’ Fees and Costs and Class Representatives’
3 Enhancement Award, and having granted final approval of Settlement Agreement on September 15,
4 2023, the Court rules as follows:

5 1. Final judgment in this matter is hereby entered in conformity with the Settlement
6 Agreement and consistent with the Court’s Order Granting Final Approval of Class Action Settlement.

7 2. The settlement class is defined as: all persons who were employed by Defendant in the
8 State of California as Account Representatives, Account Executives, Digital Account Executives or other
9 non-management sales representatives at any time during the Class Period, which is the period of time
10 from January 12, 2018 through December 13, 2022.

11 3. In response to the Notice, only Class Member David Song opted out. No other Class
12 Members opted out.

13 4. ~~By operation of the entry of this Final Approval Order and Final Judgment and pursuant
14 to the Settlement Agreement, all Settlement Class Members and Named Plaintiffs are permanently barred
15 from prosecuting against Hibu Inc. the Released Claims as set forth in Section 18 of the Settlement
16 Agreement, as those terms are defined below.~~

17 5. As of the date Defendant fully funds the entire Gross Settlement Amount, the Named
18 Plaintiffs and all Settlement Class Members, and their heirs, estates, trustees, executors, administrators,
19 principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through
20 them or acting or purporting to act for them or on their behalf, regardless of whether they have received
21 actual notice of the Settlement, have conclusively compromised, settled, discharged, and released Named
22 Plaintiffs’ General Released Claims (in the case of the Named Plaintiffs), Settlement Class Members’
23 Released Claims (in the case of the Settlement Class Members, and Aggrieved Employees’ PAGA
24 Released Claims (in the case of Aggrieved Employees) against Hibu Inc. and the Released Parties, and
25 are bound by the provisions of the Settlement Agreement and this Final Order.

26 6. “Released Parties” means Defendant and its present and former parents, subsidiaries,
27 affiliates, and joint ventures, and its and their shareholders, owners, officers, directors, non-Class
28 Member employees, agents, servants, registered representatives, attorneys, insurers, successors,
contractors, vendors, agencies, staffing agencies, and assigns, and any other persons acting by, through,
under, or in concert with any of them.

7. “Released Claims” means any and all claims, debts, liabilities, demands, obligations,
penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action, whether

1 known or unknown, that were alleged or that reasonably could have been alleged based on the facts
2 alleged in the First Amended Complaint, including, but not limited to, any claims for the failure to
3 reimburse business expenses (Labor Code § 2802), the failure to pay wages and overtime wages (Labor
4 Code §§ 510 and 1194), the failure to timely and fully pay all wages due at termination (Labor Code §§
5 201- 203), the failure to provide accurate and timely pay statements (Labor Code §§ 226(a) and (e)), and
6 claims under the applicable Wage Order, as well as claims under Business and Professions Code §§
7 17200 et seq., based on alleged violations of these Labor Code provisions and arising during the Class
8 Period. Settlement Class Members do not release any other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, workers' compensation, or claims based on facts occurring outside the Class
11 Period (the "Released Claims").

12 8. "PAGA Released Claims" means all claims for civil penalties under Labor Code § 2699
13 that were alleged or that reasonably could have been alleged based on the facts alleged in the First
14 Amended Complaint and in Plaintiffs' January 26, 2022 PAGA Notice, including claims under Labor
15 Code §§ 201, 202, 226(a), 510, 2802, and IWC Wage Order No. 4-2001, § 3 (the "PAGA Released
16 Claims").

17 9. The Released Claims and PAGA Released Claims also apply to, cover and extinguish
18 claims asserted under the same Labor Code provisions in a separate lawsuit brought by Lori Cruz, on
19 behalf of herself and a putative class in *Lori Cruz v. Hibu Inc.*, United States District Court for the Eastern
20 District of California, Case No. 2:22-cv-00959, only for wages and overtime wages, the pay statements
21 relating to wages and overtime wages paid and/or allegedly not paid, and the associated claims for
22 statutory penalties (including, but not limited to, waiting time penalties for the alleged non-payment or
23 late payment of final wages and wage statement penalties), civil penalties, and unfair business practices,
24 in each case relating to work performed during the initial three weeks of employment (initial sales
25 training) within the Class Period and the PAGA Period. The PAGA Released Claims also apply to, cover
26 and extinguish PAGA civil penalties arising from work performed during the first three weeks of
27 employment and from Defendant's alleged failure during the PAGA Period to reimburse business
28 expenses in violation of Labor Code § 2802. The Released Claims and PAGA Released Claims do not
otherwise release the claims in the *Cruz* action. Each Settlement Class Member's check will include the
following language on the back: *Signing or negotiating this check (1) releases all claims made against
the Defendant in Pasno, et al. v. Hibu Inc., Los Angeles County Superior Court Case No. 22STCV01361;
and (2) releases the claims asserted in Lori Cruz v. Hibu, Inc., United States District Court for the*

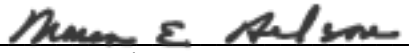
1 *Eastern District of California, Case No. 2:22-cv-00959, relating to the first three weeks of your*
2 *employment (initial sales training) with Defendant and PAGA Penalties related to work performed*
3 *during the first three weeks of employment (initial sales training) and to Hibu's alleged failure to*
4 *reimburse business expenses.*

5 10. Pursuant to CRC Rule 3.771(b), Plaintiffs will provide Notice of the Final Approval Order
6 and this Judgment to the class by posting it on the Settlement Administrator's case website.

7 11. This document shall constitute a final judgment pursuant to California Rule of Court
8 3.769(h). Without affecting the finality of the Court's judgment in any way, the Court retains exclusive
9 and continuing jurisdiction over the litigation to enforcing the terms of the judgment, and supervising,
10 implementing, interpreting, and enforcing the Final Approval Order, this Judgment, and the Settlement
11 Agreement.

12 **IT IS SO ORDERED AND ADJUDGED.**

13 Date: 09/27/2023, 2023

14 
15 Hon. Maren Nelson
16 Judge of the Superior Court
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