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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ALISSA WHITNEY, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

FIVE J'S FAMILY ENTERPRISES L.P., a
California Limited Partnership; and Does 1
through 50, Inclusive,

Defendant.

Case No. CIVSB2129063

[PROPOSED] JUDGMENT

Date: November 1, 2023
Time: 9:00 a.m.

Judge: Hon. David S. Cohn
Dept.: 26

1 Plaintiff's motion for an order finally approving the Class, Collective, and Representative
2 Settlement Agreement and Class Notice ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Payment duly came on for hearing on November 1, 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 settlement
9 only. The Class is defined as "All of Defendant's current and former non-exempt employees,
10 employed in California at any time during the period beginning October 12, 2017 up to and
11 including April 7, 2023 ["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 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.

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

2 (a) The “Released Class Claims” include any and all claims, wage and hour
3 claims, rights, demands, liabilities and causes of action of any nature or description
4 alleged/asserted in the Action arising from and/or related to the facts and claims alleged/asserted
5 in the Action, that could have been alleged/asserted in the Action based on the facts and claims
6 alleged in the Action, and the facts and claims asserted in, arising from or related to, or could have
7 been alleged in the PAGA Notice identified on the LWDA’s website as LWDA-CM-840158-21.
8 The Released Class Claims expressly excludes release of PAGA claims, which are separately
9 released herein below as “Released PAGA Claims.”

10 (b) The “Released Parties” means Defendant and its past, present, and future
11 parents, subsidiaries, affiliated companies, agents, managing agents, exempt-employees, servants,
12 officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees,
13 representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys,
14 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
15 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers,
16 potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential
17 and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law
18 employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos,
19 vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint
20 liability, and all of their respective past, present and future employees, directors, officers,
21 members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries,
22 parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities
23 acting under, by, through or in concert with any of them.

24 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
25 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
26 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
27 the “PAGA Period” as set forth in the Agreement.

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

1 (a) The “Aggrieved Employees” are defined as all individuals who are or
2 previously were employed by Defendant in California during the PAGA Period. The PAGA
3 Period is defined as the period from August 3, 2020 up to and including April 7, 2023.

4 (b) The “Released PAGA Claims” include any and all claims for PAGA
5 penalties asserted in the Action and arising from or reasonably related to the facts and claims
6 alleged in the Action, or that could have been alleged in the Action based on the facts and claims
7 alleged in the Action, and/or Plaintiff’s PAGA Notice identified on the LWDA’s website as
8 LWDA-CM-840158-21, including, without limitation, claims for PAGA penalties arising from
9 Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 218.5, 218.6, 226, et seq.,
10 226.2, 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174(d), 1174.5, 1182.12, 1194, 1197,
11 1197.1, 1197.14, 1198, et seq., 1198.5, 1199, 2695, et seq., 2698, et seq., 2699, 2699.3, 2802,
12 2804, Cal. Code of Regulations, Title 8, Section 11070(14), Cal. Code of Regulations, Title 8,
13 Section 1 1070(14)(failure to provide suitable seating), and the applicable Industrial Welfare
14 Commission Wage Order(s), including Wage Order 4-2001, Section 14.

15 (c) The “PAGA Period” means the period from August 3, 2020 up to and
16 including April 7, 2023.

17 9. This Court hereby grants final approval and awards the following: (i) \$341,666.66
18 for the Class Counsel Attorneys’ Fees and Costs comprised of attorneys’ fees in the amount of
19 Three Hundred Sixteen Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
20 (\$316,666.66) (“Class Counsel Attorneys’ Fees”) and reimbursement of costs and expenses in the
21 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Class Counsel Costs”);
22 (ii) the Class Representative Service Payment to Class Representative, Alissa Whitney, in the
23 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Claims Administration Costs
24 of Eighteen Thousand, Eight Hundred Fifty Dollars and Zero Cents (\$18,850.00) to ILYM Group,
25 Inc.; (iv) Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) (75% of the
26 PAGA Penalties) to the Labor and Workforce Development Agency (“LWDA Payment”); and
27 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) (25% of the PAGA
28 Penalties) allocated to the Individual PAGA Payments.

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. David Cohn
11 JUDGE OF THE SUPERIOR COURT
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