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Attorneys for Plaintiff DAVID EZELL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

DAVID EZELL, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

DIAB LEASING, INC., a California
Corporation; and DOES 1-50, Inclusive.

Defendants.

Case No. 34-2021-00305329

~~PROPOSED~~ AMENDED JUDGMENT

Date: September 19, 2024
Time: 1:30 p.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

FILED
Superior Court of California
County of Sacramento
09/18/2024
V. Aleman, Deputy

1 Plaintiff's motion for an order finally approving the First Amended Stipulation of Settlement
2 of Class and PAGA Action Claims and Release of Claims ("Amended Agreement") and Motion for
3 Class Counsel Award and Class Representative's Service Award duly came on for hearing on
4 January 5, 2024, before the above-entitled Court. The parties having settled this action and the
5 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
6 Settlement and good cause appearing therefore,

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 individuals who are or previously were employed by Defendants
10 in California and classified as a non-exempt employee at any time during the Class Period." The
11 Class Period is defined as the period from July 30, 2017, up to and including December 2, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
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 Amended Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members
16 of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Amended Agreement, the Order Granting Motion
18 for 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 Amended Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
21 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants fund the Maximum Settlement Amount, each Class
24 Member, on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, who has not validly opted out, has released
26 the "Released Class Claims" against the "Released Parties" as set forth in the Amended 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” are defined as all claims that were alleged, or
3 reasonably could have been alleged, based on the facts alleged in the complaint, including, but not
4 limited to claims arising under Labor Code sections 200, 201, 201.5, 202, 203, 204, 205.5, 206.5,
5 226, et seq., 226.2, 226.7, 246, 510, et seq., 512, 515, 558, 1194, 1197, 1197.1, 1198, 2698, et seq.,
6 2802, California Code of Civil Procedure sections 382, 395, 395.5, 410, 474, Business and
7 Professions Code section 17200, et seq., 17203, and the requirement for the Industrial Welfare
8 Commission Wage Order, as well as claims for failure to pay minimum wages in violation of Cal.
9 Labor Code §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code
10 §§ 510, et seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7 &
11 512 and the applicable IWC Wage Order; failure to provide required rest periods in violation of Cal.
12 Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized
13 statements in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in
14 violation of Cal. Lab. Code §§ 201, 202 and 203; failure to timely pay wages in violation of Cal.
15 Lab. Code § 204; failure to reimburse employees for required expenses in violation of Cal. Lab.
16 Code § 2802; and claims involving any alleged unfair competition in violation of Cal. Bus. & Prof.
17 Code § 17200, et seq. arising from the Labor Code violations released herein, that occurred during
18 the Class Period.

19 (b) The Class Period means the period from July 30, 2017, up to and including
20 December 2, 2022.

21 (c) “Released Parties” means Defendants and the people and entities set forth in
22 the Amended Agreement. The Amended Agreement definition of “Released Parties” is incorporated
23 herein as if fully set forth.

24 7. As of the date the Defendants fund the Maximum Settlement Amount, the Plaintiff,
25 the Labor and Workforce Development Agency (“LWDA”), the State of California, and each
26 “Aggrieved Employee,” on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, has released the
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1 “Released PAGA Claims” against the Released Parties for the “PAGA Period” as set forth in the
2 Amended Agreement.

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

4 (a) “Aggrieved Employee” is defined as each of the Class Members who was
5 employed by Defendants at any time during the PAGA Period.

6 (b) The “Released PAGA Claims” are defined as all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the facts alleged in the complaint
8 and PAGA notice provided to the LWDA pursuant to Labor Code section 2699.3, subd. (a),
9 including but not limited to, claims arising under Labor Code sections 200, 201, 201.3, 201.5, 202,
10 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, et seq., 226.2, 226.3, 226.7, 246, 510, et seq., 512,
11 515, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2695, et seq., 2698, et seq., 2699,
12 2699.3, 2699.5, 2802, 2804, and the requirement for the Industrial Welfare Commission Wage
13 Order, as well as claims involving failure to pay minimum wages in violation of Cal. Labor Code
14 §§ 1194, 1197 & 1197.1; failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et
15 seq.; failure to provide required meal periods in violation of Cal. Lab Code §§ 226.7 & 512 and the
16 applicable IWC Wage Order; failure to provide required rest periods in violation of Cal. Lab. Code
17 §§ 226.7 & 512 and the applicable IWC Wage Order; failure to provide accurate itemized statements
18 in violation of Cal. Lab. Code §§ 226, 226.2; failure to provide wages when due in violation of Cal.
19 Lab. Code §§ 201, 202, and 203; failure to reimburse employees for required expenses in violation
20 of Cal. Lab. Code § 2802, that occurred during the PAGA Period.

21 (c) The PAGA Period means the period of May 25, 2020, and continuing through
22 up to and including December 2, 2022.

23 9. This Court hereby grants final approval and awards the following: (i) Five Hundred
24 Fifty-Two Thousand, Two Hundred Thirteen Dollars and Ninety-Nine Cents (\$552,213.99) for the
25 Class Counsel Award comprised of one-third of the Maximum Settlement Amount, or Five Hundred
26 and Thirty-Three Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents
27 (\$533,333.33) and actually incurred expenses in the amount of Eighteen Thousand, Eight Hundred
28 Eighty Dollars and Sixty-Six Cents (\$18,880.66); (ii) the Class Representative’s Payment to

1 Plaintiff David Ezell in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
2 exchange for a general release; (iii) the Settlement Administration Costs of Twenty-Five Thousand
3 Dollars (\$17,250.00) to ILYM Group, Inc. ("Settlement Administration Costs"); and (iv) Sixty
4 Thousand Dollars (\$60,000.00) (75% of the PAGA Payment) to the Labor and Workforce
5 Development Agency ("LWDA Payment").

6 10. **Pursuant to the Declaration of Nicole Bench of ILYM Group, Inc., a total of**
7 **\$67,631.25 remains uncashed after the August 19, 2024, check cashing deadline date. On**
8 **September 18, 2024, (30 days after the check void date), in accordance with the terms of the**
9 **Parties' Settlement Agreement, the unclaimed funds will be distributed to the Court approved**
10 **cy-pres: Bet Tzedek.**

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

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
15 **ORDERED.**

16
17 DATED: 09/18/2024



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

20 Hon. Lauri A. Damrell
21 Judge, Superior Court for the State of California,
22 County of Sacramento
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