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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BRITTANI POWELL, MELANIE
MCCONNAUGHY, and ROSCOE
SIMPSON individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CORE COMMUNITY ORGANIZED
RELIEF EFFORT, a California Nonprofit
Corporation and DOES 1 through 50,
Inclusive;

Defendants.

Case No.: CGC-21-596527

[PROPOSED] JUDGMENT

Date: March 6, 2024

Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer, Jr.

Dept.: 302

FILED
Superior Court of California
County of San Francisco

MAR 06 2024

CLERK OF THE COURT

By: [Signature]
Deputy Clerk

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Costs and Enhancement Payment duly
3 came on for hearing on March 6, 2024, before the above-entitled Court. The parties having settled
4 this action and the Court having entered an Order Granting Motion for Final Approval of Class
5 Action and PAGA Settlement and good cause appearing therefor,

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

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Class is defined as "all persons who worked for Defendant as non-exempt employees in California
9 at any time during the Class Period (November 8, 2017, to January 10, 2023), excluding Rose
10 Valenzuela."

11 2. All persons who meet the foregoing definition are Participating Class Members,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

13 3. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

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

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

26 (a) The "Settled Class Claims" are defined all claims, rights, demands,
27 liabilities, and causes of action, arising from, or reasonably related to, the same set of operative
28 facts alleged in the operative Complaint in the Lawsuit, including (1) Unfair Competition in

1 violation of Cal. Bus. & Prof. Code §§ 1700, *et. seq.*, based on the code sections and IWC Wage
2 Orders described herein; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§
3 510, *et seq.*, (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1182.12, 1194,
4 1197, 1197.1, C.C.R. Tit. 8, § 11050(5)(A), & C.C.R., Tit. 8 § 11050(4)(C); (4) Failure to Provide
5 Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC
6 Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7
7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in
8 violation of Cal. Lab. Code §§ 2800 & 2802; (7) Failure to Provide Accurate Itemized Wage
9 Statements, including claims for failure to provide wage statements upon request, in violation of
10 Cal. Lab Code §226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201,
11 202, and 203; (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et. seq.*
12 (“PAGA”). The Settled Class Claims are limited to those that accrued during the Class Period.
13 The Settled Class Claims expressly exclude claims for penalties pursuant to PAGA, which shall be
14 separately released herein.

15 (b) The “Released Parties” are defined as Defendant and each of its former and
16 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
17 successors, assigns, subsidiaries, affiliates.

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

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

23 (a) The “Aggrieved Employees” are defined as all persons who worked for
24 Defendant as non-exempt, hourly paid employees in California at any time during the PAGA
25 Period (September 2, 2020, to January 10, 2023), excluding Rose Valenzuela.

26 (b) The “PAGA Period” is defined as the period from September 2, 2020, to
27 January 10, 2023.

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1 (c) The "Settled PAGA Claims" are defined as all claims, rights, demands,
2 liability, and causes of action for civil penalties pursuant to PAGA, arising from or reasonably
3 related to the same set of operative facts alleged in the operative Complaint in the Lawsuit and
4 Plaintiff Powell's notice of claims to the LWDA.

5 9. This Court hereby grants final approval and awards the following: (i) Six Hundred
6 Ninety-Three Thousand, Six Hundred Ninety-Nine Dollars and Thirty-Two Cents (\$693,699.32)
7 for the Attorneys' Fees and Costs comprised of one-third of the Gross Settlement Amount, or Six
8 Hundred Seventy-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents
9 (\$676,666.66) ("Attorneys' Fees") and litigation expenses in the amount of Seventeen Thousand,
10 Thirty-Two Dollars and Sixty-Six Cents (\$17,032.66); (ii) the Enhancement Payment to Class
11 Representatives, Brittani Powell, Melanie McConaughy, and Roscoe Simpson, in the amount of
12 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) allocated to each Plaintiff in
13 exchange for a general release; (iii) Settlement Administration Expenses of Twenty-Three
14 Thousand Dollars and Zero Cents (\$23,000.00) to Apex Class Action LLC; (iv) Seventy-Five
15 Thousand Dollars and Zero Cents (\$75,000.00) (75% of the PAGA Settlement Amount) to the
16 Labor and Workforce Development Agency ("LWDA PAGA Payment"); and Twenty-Five
17 Thousand Dollars and Zero Cents (\$25,000.00) (25% of the PAGA Settlement Amount) allocated
18 to the Individual PAGA Payments.

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

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

24 DATED: 3/6, 2024
25

26
27 CB
Hon. Richard B. Ulmer, Jr.
28 JUDGE OF THE SUPERIOR COURT