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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. C21-01874

[PROPOSED] JUDGMENT

Date: October 5, 2023

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat

Dept.: 12

1 Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Awards duly came on for hearing on October 5, 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 Settlement and good cause
6 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 The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant and performed work in California during the Class Period." The Class Period is defined
11 as the period from September 8, 2017 to May 23, 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 Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 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 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

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

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims alleged in the operative complaint, or that
28 reasonably could have been alleged based on the facts alleged in the operative complaint, which

1 occurred during the Class Period, and expressly excluding all other claims, including claims for
2 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
3 compensation, and class claims outside of the Class Period.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
6 "Aggrieved Employee" has released the Defendant from the "Released PAGA Claims" for the
7 "PAGA Period" as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
10 employed by Defendant and performed work in California during the PAGA Period. The Released
11 PAGA Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiffs'
12 PAGA notice(s) submitted to the LWDA which occurred during the PAGA Period, and expressly
13 excluding all other claims, including claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
15 outside the PAGA Period. The PAGA Period means the period of June 29, 2020 to May 23, 2022.

16 9. This Court hereby grants final approval and awards the following: (i) One Hundred
17 Thirty-Six Thousand Five Hundred Fifty-Four Dollars and Eighty-One Cents (\$136,554.81) for the
18 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One Hundred
19 Twenty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$124,166.66) and
20 litigation expenses in the amount of Twelve Thousand Three Hundred Eighty-Eight Dollars and
21 Fifteen Cents (\$12,388.15); (ii) the Class Representative Service Awards to Class Representatives
22 Dino Desanctis and Tyrone Barnes in the amount of Ten Thousand Dollars and Zero Cents
23 (\$10,000.00) each; (iii) settlement administration costs of Five Thousand Dollars (\$5,000.00) to
24 ILYM Group, Inc. ("Settlement Administration Costs"); and (iv) Twelve Thousand Dollars and
25 Zero Cents (\$12,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development
26 Agency ("LWDA Payment").
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1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____, 2023
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10 _____
11 Hon. Charles S. Treat
12 Judge, Superior Court for the State of California,
13 County of Contra Costa
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