

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

GABRIELLE BOYD, individually, on behalf
of herself, and on behalf of all persons
similarly situated

Plaintiffs,

vs.

BLUESTONE LANE HOLDINGS, LLC, a
Delaware limited liability company;
BLUESTONE LANE NY LLC, a New York
limited liability company; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CGC-20-585787

[PROPOSED] JUDGMENT

Date: August 31, 2022
Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Having read and carefully considering all matters related to the Settlement and Release of Class Action and PAGA Claims, and having issued an Order Granting Final Approval of the Joint Stipulation of Settlement of Class Action Claims and Release of Claims (“Settlement Agreement”), Judgment is to be entered as follows:

In accordance with, and for the reasons stated in the Court’s Order Granting Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Judgment shall be entered whereby Plaintiff Gabrielle Boyd (“Plaintiff”) and all Class Members shall take nothing from Defendant BLUESTONE LANE HOLDINGS, LLC and Defendant BLUESTONE LANE NY LLC (collectively “Defendants”), except as expressly set forth in the Settlement Agreement. The Court hereby certifies the class as follows:

- (a) The “Class Members” or the “Class” means “All current and former non-exempt California employees employed by Defendants during the

Class Period.”

The Class Period is defined as the period between April 6, 2016, to December 3, 2021.

In exchange for and consideration of the Gross Settlement Sum of Two Hundred Sixty Thousand Dollars (\$260,000.00), Judgment is entered by which the Settlement Class Members are conclusively determined to have provided a release of, and are permanently enjoined and forever barred from asserting, the Released Class Claims against the Released Parties, pursuant to the Settlement Agreement.

The Released Class Claims are defined as from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages or causes of action of any nature and description whatsoever, at law or in equity, whether under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, which Plaintiff asserted in the Action or could have asserted based on the facts alleged in the operative complaint, against the Released Persons including, without limitation, California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, California Labor Code section 2698, *et seq.*, the applicable industrial welfare commission wage order(s), the California Unfair Competition Law and California Business & Professions Code sections 17200, *et seq.* with respect only to claims arising from violations of the California Labor Code released herein, the Fair Labor Standards Act (29 U.S.C. sections 201, *et seq.*) with respect only to claims arising from violations of the California Labor Code released herein, or any other claims in law or equity, to the extent the claims, causes of action, damages, restitution, penalties, and other relief arose out of the following causes of action for (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code sections 17200, *et seq.*, with respect only to claims arising from violations of the California Labor Code released herein (2) Failure to pay overtime in violation of Labor Code sections 510, *et seq.*, (3) Failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1, (4) Failure to provide required meal periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC wage order, (5) Failure to provide required rest periods in violation of Labor Code sections 226.7 and 512 and the applicable IWC wage order, (6) Failure to provide accurate itemized statements in violation of Labor Code section 226, (7) Failure to pay wages when due in violation of

1 Labor Code sections 201, 202, and 203, and (8) Failure to provide gratuities in violation of Labor
2 Code section 351, but expressly excluding any and all claims for violations of the Private Attorney
3 General Act, which are being separately released.

4 As of the date the Defendant funds the Gross Settlement Sum, the Plaintiff, the Labor and
5 Workforce Development Agency (“LWDA”), the State of California, and each of the “Aggrieved
6 Employees” has released the Released Parties from the “Released PAGA Claims” for the “PAGA
7 Period” as set forth in the Agreement. The Aggrieved Employees shall mean all current and former
8 non-exempt employees employed by Defendants in California during the PAGA Period. The Released
9 PAGA Claims mean any and all claims for PAGA penalties asserted in the Action and in Plaintiff’s
10 Notice of Violations to the LWDA, dated July 26, 2020. The PAGA Period means the period of July
11 26, 2019, to December 3, 2021.

12 The Released Parties shall mean Defendants Bluestone Lane Holdings LLC and Bluestone Lane
13 NY LLC and their respective agents, attorneys, insurers, past, present and future divisions, members,
14 affiliates, predecessors, successors, shareholders, officers, directors, managers, employees, trustees,
15 representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
16 subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or
17 in concert with any of them.

18 This Court shall retain jurisdiction with respect to all matters related to the administration and
19 consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
20 subject matter of the lawsuit, including but not limited to all matters related to the Settlement, this
21 Judgment, and the determination of all controversies relating thereto.

1 Plaintiff shall give notice of this Judgment to Class Members, pursuant to rule 3.771 of the
2 California Rules of Court, by posting an electronic copy of the Judgment on the Settlement
3 Administrator's website.

4
5 IT IS SO ADJUDICATED.

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7 The Court directs that this Judgment shall be entered.

8
9 IT IS SO ORDERED.

10
11 Date: _____, 2022

The Honorable Judge of the Superior Court