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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

10 NICOLAS NEUTALL, an individual, on
11 behalf of himself and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 v.

15 URBAN ALCHEMY, a California
16 Corporation; and DOES 1-50, Inclusive,

17 Defendants.
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Case No. CGC-20-588622

[PROPOSED] JUDGMENT

Hearing Date: July 13, 2023

Hearing Time: 9:30 AM

Department: 302

Trial Date: February 13, 2024

Action Filed: December 23, 2020

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

5 In accordance with, and for the reasons stated in the Court’s Order Granting Motion for Final
6 Approval of Class and PAGA Action, Judgment shall be entered whereby Plaintiff Nicolas Neutall
7 (“Plaintiff”) and all Class Members shall take nothing from Defendant URBAN ALCHEMY
8 (“Defendant”), except as expressly set forth in the Settlement Agreement. The Court hereby certifies
9 the class as follows: all non-exempt employees who are or previously were employed by Urban
10 Alchemy and performed work in California during the period of December 23, 2016 to July 1, 2022
11 (the “Class Period”)

12 In exchange for and consideration of the Gross Settlement Sum of Nine Hundred Eighty
13 Thousand Dollars (\$980,000.00), Judgment is entered by which the Settlement Class Members are
14 conclusively determined to have provided a release of, and are permanently enjoined and forever
15 barred from asserting against the Released Parties, the Released Class Claims and the Released PAGA
16 Claims, pursuant to the Settlement Agreement. The Released Class Claims are defined as all class
17 claims alleged in the First Amended Complaint, which occurred during the Class Period, and expressly
18 excluding all other claims, including claims for vested benefits, wrongful termination, unemployment
19 insurance, disability, social security, workers’ compensation, and class claims outside of the Class
20 Period. The Released PAGA Claims are defined as all PAGA claims alleged, or which could have
21 been alleged, based on the facts alleged in the First Amended Complaint and Plaintiff’s amended
22 PAGA notice to the LWDA (attached to the First Amended Complaint), which occurred during the
23 PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
24 termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA
25 claims outside of the PAGA Period. The Released Parties shall mean Defendant and all of its past or
26 present directors, officers, owners, board members, exempt-employees, employers, joint employers,
27 agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent
28 and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and

1 each of them.

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

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

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10 IT IS SO ADJUDICATED.

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12 The Court directs that this Judgment shall be entered.

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14 IT IS SO ORDERED.

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16 Date: _____, 2023

17 The Honorable Judge of the Superior Court
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