

FILED
ALAMEDA COUNTY

AUG 09 2022

CLERK OF THE SUPERIOR COURT

By

Nicole Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

RODNEY STOVALL, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiffs,

vs.

JAVELIN LOGISTICS COMPANY, INC.,
CARSON CONSULTING CORP., and DOES
1-50, inclusive,

Defendants.

Case No. RG20075705

[PROPOSED] JUDGMENT

Hearing Date: August 9, 2022
Hearing Time: 3:00 PM

Honorable Judge Brad Seligman
Department 23

Trial Date: Not Set
Action Filed: September 30, 2020

Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and Class Representative Service Award duly came on for hearing on August 9, 2022, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

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

2 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
3 The Class is defined as all employees who are or previously were employed by Javelin Logistics
4 Company, Inc. in California and who were classified as non-exempt employees during the Class
5 Period, and/or were employed by Carson Consulting Corp. and assigned to provide service to Javelin
6 Logistics Company, Inc. during the Class Period. The Class Period is defined as the period between
7 April 6, 2016, to October 15, 2021.

8 2. All persons who meet the foregoing definition are members of the Settlement Class,
9 except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

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

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

19 5. As of the date the Defendants fund the Gross Settlement Amount, each Class
20 Member who has not validly opted out has released the “Released Class Claims” against the
21 Defendants and all of the “Released Parties” as set forth in the Agreement.

22 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
23 The Released Class Claims are defined as all class claims alleged, or wage-and-hour class claims
24 which could have been alleged based on the facts, in the operative complaint which occurred during
25 the Class Period (including, but not limited to, claims for failure to pay minimum wages in violation
26 of Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages in violation of Labor
27 Code section 510, failure to provide meal periods in violation of Labor Code sections 226.7 and 512
28 and applicable Wage Orders, failure to provide rest breaks in violation of Labor Code sections 226.7

1 and 512 and applicable Wage Orders, failure to provide wage statements in violation of Labor Code
2 section 226, failure to pay wages when due in violation of Labor Code sections 201, 202 and 203,
3 and violation of Business & Professions Code section 17200 arising from these labor code
4 violations) and expressly excluding all other claims, including claims for vested benefits, wrongful
5 termination, unemployment insurance, disability, social security, workers' compensation, and class
6 claims outside of the Class Period. The "Released Parties" means Defendants and their current and
7 former shareholders, members, directors, officers, and employees.

8 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
9 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
10 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
11 the "PAGA Period" as set forth in the Agreement.

12 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
13 The Aggrieved Employees are defined as all employees who are or previously were employed by
14 Javelin Logistics Company, Inc. in California and who were classified as non-exempt employees
15 during the PAGA Period, and/or were employed by Carson Consulting Corp. and assigned to
16 provide services to Javelin Logistics Company, Inc. during the PAGA Period. The Released PAGA
17 Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiffs PAGA
18 notice to the LWDA which occurred during the PAGA Period (including, but not limited to, claims
19 for PAGA penalties arising from failure to pay minimum wages in violation of Labor Code sections
20 1194, 1197 and 1197.1, failure to pay overtime wages in violation of Labor Code section 510, failure
21 to provide meal periods in violation of Labor Code sections 226.7 and 512 and applicable Wage
22 Orders, failure to provide rest breaks in violation of Labor Code sections 226.7 and 512 and
23 applicable Wage Orders, failure to provide wage statements in violation of Labor Code section 226,
24 failure to pay wages when due in violation of Labor Code sections 201, 202 and 203, and violation
25 of Labor Code section 2698), and expressly excluding all other claims, including claims for vested
26 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
27 compensation, and PAGA claims outside of the PAGA Period. The PAGA Period means the period
28 of April 6, 2019, to October 15, 2021.

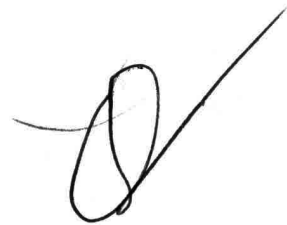
1 9. This Court hereby grants final approval and awards the following: (i) \$248,000.00
2 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two
3 Hundred Thirty-Three Thousand Dollars (\$233,000.00) and expenses not to exceed Fifteen
4 Thousand Dollars and Zero Cents (\$15,000.00); (ii) the Class Representative Service Award to Class
5 Representative, Rodney Stovall, of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange
6 for a general release; (iii) settlement administration costs of Nine Thousand Dollars and Zero Cents
7 (\$9,000.00) to ILYM Group, Inc. ("Settlement Administration Cost"); and (iv) Thirty Thousand
8 Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to the Labor and Workforce
9 Development Agency ("LWDA Payment").

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

13 11. A Compliance hearing is hereby scheduled for July 18, 2023, at 3:00 p.m. in
14 Department 23 of the above referenced Court. Plaintiff is ordered to file a compliance report and
15 amended Judgement no later than 5 days before the Compliance hearing. 10% of the awarded
16 Attorneys' fees will be held back from disbursement pending the completion of the Compliance
17 hearing.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
19 **ORDERED.**

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21 DATED: 8/4/2022, 2022
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24 _____
25 Hon. Brad Seligman
26 Judge, Superior Court for the State of California,
27 County of Alameda
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