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

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

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

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

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

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

1 sections 226.7 and 512 and applicable Wage Orders, failure to provide rest breaks in violation of
2 Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide wage
3 statements in violation of Labor Code section 226, failure to pay wages when due in violation of
4 Labor Code sections 201, 202 and 203, and violation of Business & Professions Code section
5 17200 arising from these labor code violations) and expressly excluding all other claims, including
6 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
7 security, workers' compensation, and class claims outside of the Class Period. The "Released
8 Parties" means Defendants and their current and former shareholders, members, directors, officers,
9 and employees.

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

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

1 social security, workers' compensation, and PAGA claims outside of the PAGA Period. The
2 PAGA Period means the period of April 6, 2019, to October 15, 2021.

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

12 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
13 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
14 California Labor Code section 2699(1)(3).

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
16 **ORDERED.**

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19 DATED: _____, 2022

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21 _____
22 Hon. Brad Seligman
23 Judge, Superior Court for the State of California,
24 County of Alameda
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