

FILED
Superior Court of California
County of Los Angeles

08/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JASON MITCHINER, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

MOVE SALES, INC. DBA REALTOR.COM;
MOVE, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 20STCV23141

Hon. Carolyn B. Kuhl - Dept. 12

~~[PROPOSED]~~ JUDGMENT

Complaint Filed: June 17, 2020

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The named Plaintiff Jason Mitchiner (“Plaintiff”), and the settling Defendants Move Sales, Inc.
3 and Move, Inc. (“Defendant” and together the “Parties” or “Settling Parties”) have entered into an
4 Amended Class Action Settlement (“Stipulation”), to settle the above-captioned class action subject to
5 the Court's approval. (See Declaration of Jonathan M. Lebe in Support of Plaintiff’s Unopposed Motion
6 for Final Approval of Class Action Settlement, Ex. B.)

7 **JUDGMENT**

8 The Final Approval Order is incorporated herein in its entirety.

9 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
10 entered whereby the Plaintiff and all Class Members shall take nothing from Defendants, except as
11 expressly set forth in the Final Approval Order and in the Stipulation, filed as Exhibit B to the
12 Declaration of Jonathan M. Lebe in Support of Plaintiff’s Unopposed Motion for Final Approval of
13 Class Action Settlement.

14 Solely for purposes of effectuating this Stipulation, this Court has certified a class of all Class
15 Members, as those terms are defined in and by the terms of the Stipulation:

16 All current and former hourly or non-exempt employees of Defendant Move Sales, Inc. in
17 California from April 6, 2016, to November 19, 2021; and all current and former exempt employees of
18 Defendant Move Sales, Inc. in California from March 13, 2020, to November 19, 2021.

19 In addition, this Stipulation resolves the Private Attorneys General Act claims of the “Aggrieved
20 Employees,” defined as all current and former hourly or non-exempt employees of Defendant Move
21 Sales, Inc. in California from June 15, 2019, to November 19, 2021; and all current and former exempt
22 employees of Defendant Move Sales, Inc. in California from March 13, 2020, to November 19, 2021.

23 All Aggrieved Employees in this action are also Class Members. All Class Members are bound
24 by the Final Approval Order and Judgment in this Action other than those who submitted a valid and
25 timely request for exclusion: Eleonore Rojas, James D. Kurilich, Selena Towell, Robert A. Bridge, and
26 Meghana Sampelli. However, such Class Members, Eleonore Rojas, James D. Kurilich, Selena Towell,
27 Robert A. Bridge, and Meghana Sampelli, are still bound to the Stipulation and the Final Approval
28 Order and Judgment in this Action to the extent that they are Aggrieved Employees under the Private

1 Attorneys General Act and release any claims against Defendants as considered by the Stipulation for
2 Aggrieved Employees.

3 THE CLASS RELEASE: Upon the final approval by the Court of this Stipulation and
4 Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims
5 as may be created by this Stipulation, the Class Representative, the Class and each Class Member who
6 has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will
7 release claims as follows:

8 (a) Identity of the Released Parties. (a) Defendants and each and all of Defendants' past or
9 present partners, parents, subsidiaries, or related entities (regardless of whether such partners, parents,
10 subsidiaries, or related entities are individuals, corporations, partnerships, limited partnerships, limited
11 liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities
12 of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind,
13 including but not limited to any payroll companies employed or used by the Released Parties, which
14 have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer,
15 statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations as
16 described in the Stipulation; and (d) all past and present directors, officers, representatives, insurers,
17 agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities
18 identified in subparagraphs (a), (b), or (c).

19 (b) Date Release Becomes Active. The effective date shall be the date when all of the
20 following events have occurred: (1) if there were any objectors: ten (10) calendar days after the
21 expiration of the period for filing any appeal, writ, or other appellate proceeding challenging the Final
22 Approval Order and Judgment has elapsed without any appeal, writ or other appellate proceeding
23 having been filed; or, (2) if an appeal or writ is filed, ten (10) calendar days after the dismissal or final
24 resolution of the appeal or writ. In this regard, it is the intention of the Parties that the Settlement shall
25 not become effective until the Final Approval Order and Judgment is completely final and there is no
26 further recourse by an appellant or objector who seeks to contest the Settlement. If no objection is made
27 to the settlement, the Final Effective Date will be ten (10) calendar days after the date the Court has
28 entered the Final Approval Order and Judgment.

1 (c) Released Claims.

2 (1) In connection with the employment of the Non-Exempt Settlement Class
3 Members during the period from April 6, 2016, to November 19, 2021, to any and all claims,
4 liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses,
5 debts, actions, and causes of action, through the Release Period, which in any way arises out of,
6 is based on, or relates in any way to the facts alleged in the Complaint, which specifically
7 includes: (a) minimum, regular, and/or overtime wages allegedly due; (b) meal or rest periods
8 allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation,
9 information, or records provided, delivered, or maintained, or not provided, delivered, or
10 maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due
11 or allegedly due; (e) record-keeping obligations; (f) the payment or non-payment of
12 reimbursements required under California Labor Code Section 2802; (g) violation or alleged
13 violation of California Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 558, 558.1,
14 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, any California Industrial Commission Wage
15 Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or
16 overtime wages, meal or rest period premiums, timing of payments, check stubs or wage
17 statements, record-keeping obligations, and/or reimbursement of expenses; (h) attorneys' fees
18 due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation,
19 or contractual provision; (i) any other claims that any Releasing Party has arising out of, based
20 upon, or relating to the allegations contained in the Complaint; and (j) penalties or other
21 payments which in any way arise out of, are based on, or relate in any way to any of the
22 foregoing, including but not limited to penalties, premiums, or payments under California Labor
23 Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or 1199, any
24 California Industrial Commission Wage Order, and/or any other statute or regulation regarding
25 the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing
26 of payments, check stubs or wage statements, recordkeeping obligations, and/or reimbursement
27 of expenses. Without in any way limiting the foregoing, Settled Claims as to the Non-Exempt
28 Class Members shall include all claims, liabilities, rights, demands, suits, matters, obligations,

1 liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and
2 regulations set forth in this Section regarding Non-Exempt Class Members, whether enforced
3 directly or pursuant to California Business and Professions Code Section 17200, et seq., or any
4 other mechanism.

5 (2) In connection with the employment of the Exempt Settlement Class Members
6 during the period from March 13, 2020, to November 19, 2021, to any and all claims, liabilities,
7 rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts,
8 actions, and causes of action, through the Release Period, and which in any way arises out of,
9 is based on, or relates in any way to the facts alleged in the Complaint regarding Defendants'
10 alleged failure to provide payment or non-payment of reimbursements required under California
11 Labor Code Section 2802, or any derivative violations thereof, including violations or alleged
12 violation of California Labor Code Section 2802, any California Industrial Commission Wage
13 Order Section regarding the reimbursement of expenses, and/or any other statute or regulation
14 regarding the reimbursement of expenses; attorneys' fees due or allegedly due under California
15 Labor Code Section 218.5 or any other statute, regulation, or contractual provision; any other
16 claims that any Releasing Party has arising out of, based upon, or relating to the allegations
17 contained in the Complaint regarding the reimbursements of business expenses; and penalties
18 or other payments which in any way arise out of, are based on, or relate in any way to the
19 reimbursement of expenses, including but not limited to penalties, premiums, or payments
20 under any California Industrial Commission Wage Order, and/or any other statute or regulation
21 regarding the reimbursement of expenses.

22 (3) In connection with the employment of Non-Exempt Settlement Class Members
23 who are also Aggrieved Employees, additionally all claims listed above in regards to Non-
24 Exempt Class Members and any and all claims, liabilities, rights, demands, suits, matters,
25 obligations, liens, damages, losses, costs, expenses, debts, actions, civil penalties, and causes of
26 action, during the period from June 15, 2019, to November 19, 2021, under the PAGA which
27 in any way arises out of, is based on, or relates in any way to the facts alleged in the PAGA
28 Letter, which specifically includes: (a) minimum, regular, and/or overtime wages allegedly due;

(b) meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or allegedly due; (e) the payment or non-payment of reimbursements required under California Labor Code Section 2802; (f) violation or alleged violation of California Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, and/or reimbursement of expenses; (g) attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (h) any other claims that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the PAGA Letter; and (i) penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, and 1174.5, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, and/or reimbursement of expenses.

(4) In connection with the employment of Exempt Settlement Class Members who are also Settlement Aggrieved Employees, additionally all claims listed above in regards to Exempt Class Members and any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, civil penalties, and causes of action, during the period from March 13, 2020, to November 19, 2021, under the PAGA and which in any way arises out of, is based on, or relates in any way to the facts alleged in the PAGA Letter regarding Defendants' alleged failure to provide payment or non-payment of reimbursements required under California Labor Code Section 2802, or any derivative violations thereof, including violations or alleged violation of California Labor Code Section

2802, any California Industrial Commission Wage Order Section regarding the reimbursement of expenses, and/or any other statute or regulation regarding the reimbursement of expenses; attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; any other claims that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the PAGA Letter regarding the reimbursements of business expenses.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the plan of allocation, the Amended Final Approval Order, and the Judgment; and (b) supervising distribution of amounts paid under this Stipulation.

The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

IT IS SO ORDERED.

Date: 08/18/2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Judge Carolyn B. Kuhl