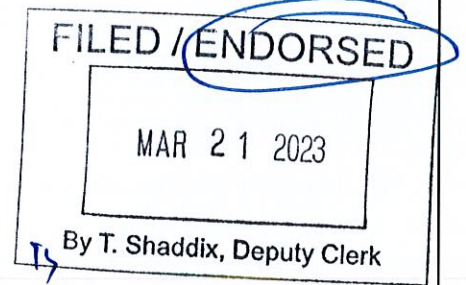


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Attorneys for Plaintiffs
BRENDA HAYDEN and CALVIN STEVENS
as individuals and on behalf of all similarly
situated and aggrieved employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

BRENDA HAYDEN and CALVIN STEVENS,
as individuals and on behalf of all similarly
situated employees,

Plaintiffs,

v.

AFTERMATH SERVICES, LLC, a Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. 34-2020-00287716

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Date: March 17, 2023
Time: 9:00 AM
Dept.: 25
Judge: Jill H. Talley

BY FAX

Complaint Filed: October 26, 2020
FAC Filed: February 18, 2022
Trial Date: Not Set

The above-referenced Class and Representative PAGA action ("Action") having come before the Court on 3/17/23, 2023 in Department 25 before the Honorable Jill H. Talley, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered September 21, 2022, and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant ("Stipulation of Settlement") in this Action, and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having



considered all papers filed and proceedings had herein and otherwise being fully informed, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. All terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

2. Consistent with the definitions provided in the Stipulation of Settlement, the terms “Settlement Class” and “Class Members” shall mean the following: all persons employed by Defendant as non-exempt employees in California between October 26, 2016, and September 21, 2022. The Settlement Class, however, shall not include any person who previously settled or released the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class Period” shall be October 26, 2016, through September 21, 2022. For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (i) Aftermath Services LLC (“Defendant”); (ii) each of Defendant’s respective past, present and future parents, subsidiaries and affiliates; (iii) past, present and future partners, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing. The term “Action” shall mean this class and representative PAGA action.

3. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

4. Distribution of the Class Notice directed to the Class Members as set forth in the Stipulation of Settlement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members who could be identified through reasonable effort, and is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all persons

entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members and all Released Claims are covered by and included within the Settlement and this Final Order.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. As of the date of entry of this Final Order, each and every Released Claim (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representatives and each and every Class Member who have not submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and the Released Parties from any and all claims under state, federal

1 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
2 Action based on the factual allegations contained in the operative Complaint in this Action and any
3 amendments thereto, as to the Class Members, including but not limited to: California Labor Code
4 sections 201, 202, 203, 204, 210, 216, 218.5, 221, 222, 223, 224, 226, 226.2, 226.3, 226.6, 226.7,
5 227.3, 510, 512, 515, 551, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
6 1199, 2698 *et seq.*, 2800, 2802, and 2810.5; California Business and Professions Code
7 section 17200, *et seq.*; class and representative claims; the applicable California Wage Order(s);
8 the federal Fair Labor Standards Act, 29 U.S.C. §§ 201-219 as amended; and all claims for or
9 related to unpaid wages, overtime, double time, minimum wages, off-the-clock work, regular rate
10 of pay, rounding time, on call time, reporting time, split shifts, timely paid wages, timely paid final
11 wages, breach of any express or implied contract relating to the payment of wages, meal periods
12 and/or meal period premiums, rest periods and/or rest period premiums, accurate and itemized wage
13 statements, failure to maintain accurate time records and/or payroll records as required by law,
14 unreimbursed business expenses, unfair competition, unfair business practices, unlawful business
15 practices, fraudulent business practices, injunctive relief, declaratory relief, liquidated damages,
16 penalties of any nature (including but not limited to civil penalties, waiting time penalties, and
17 PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in this
18 Action, from October 26, 2016 through the date the Court finally approves the Settlement
19 (collectively “Released Claims”). Expressly excluded from the release are claims for retaliation,
20 discrimination, unemployment insurance, disability, workers’ compensation, and claims outside
21 the Released Claims. The release of claims shall not include any claims that cannot be released as
22 a matter of law. In addition, as of the date of this Final Order, the Class Representatives and the
23 Settlement Class, and each member of the Class who has not submitted a valid Request for
24 Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief
25 against the Released Parties for any period from October 26, 2016 up to and including the date of
26 final approval of the Settlement, relating to the Released Claims.

27 8. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
28 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding

1 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
2 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
3 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
4 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
5 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
6 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
7 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
8 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
9 action or proceeding in any court, administrative agency or other tribunal for any purpose
10 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
11 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any
12 of the Released Parties may file in this Action, or submit in any other proceeding, the Final Order,
13 the Stipulation of Settlement, and any other papers and records on file in this Action as evidence of
14 the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of
15 claim or issue preclusion or similar defense as to the Released Claims.

16 9. The Court hereby enters judgment in the entire Action as of the filing date of this
17 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
18 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
19 interpretation, implementation and enforcement of the Settlement and all orders entered in
20 connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 10. The Court finds the settlement payments provided for under the Settlement to be fair
22 and reasonable in light of all of the circumstances. The Court orders the calculations and the
23 payments to be made and administered in accordance with the terms of the Settlement.

24 11. The Court hereby confirms Justin Lo and Edward Kim of Work Lawyers, PC as
25 Class Counsel in this Action.

26 12. The Court further finds that the common fund doctrine is applicable to this Action
27 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be
28 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the

Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$100,000.00 and attorneys' costs in the amount of \$1,741.24, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to this Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the bank account of "Work Lawyers, PC" as Class Counsel in this Action.

13. The Court also hereby approves and orders payment of an Enhancement Award to Plaintiff and Class Representative Brenda Hayden in the amount of \$7,500.00 and an Enhancement Award to Plaintiff and Class Representative Calvin Stevens in the amount of \$7,500.00 from the Gross Settlement Amount.

14. The Court also hereby approves and orders payment in the amount of \$22,500.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and Workforce Development Agency.

15. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator, Simpluris, Inc., in the amount of \$4,500.00.

16. The Court also hereby approves and orders that any residue from uncashed settlement award checks after the expiration date will be split 50/50 and paid out in equal shares to

1 Koinonia Family Services, a non-profit 501(c)(3) organization with child advocacy programs
2 within the State of California, and to Sacramento Voluntary Legal Services Program Employment
3 Law Clinic as the *cy pres* recipients pursuant to California Code of Civil Procedure section 384(b);
4 any residue received by Koinonia Family Services shall be used solely for child advocacy programs
5 within the State of California pursuant to Code of Civil Procedure section 384(b).

6 17. The Court also hereby finds and orders that the Stipulation of Settlement is and
7 constitutes a fair, adequate and reasonable compromise of the Released Claims against Defendant
8 and the Released Parties.

9 18. Provided the Settlement becomes effective under the terms of the Stipulation of
10 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
11 Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the
12 Implementation Schedule within the Preliminary Approval Order.

13 19. The Court also hereby finds that there were no objections to the Settlement raised
14 by any person on the record at the hearing on the Final Approval Order.

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

16 Dated: 3/21, 2023

JILL H. TALLEY

Judge of the Superior Court

1 **PROOF OF SERVICE**

2
3 I, Gail Kristine Baum, declare:

4 I am employed in the County of Sacramento, State of California. I am over the age of
5 18 years and not a party to the within action; my business address is Jackson Lewis P.C.,
400 Capitol Mall, Suite 1600, Sacramento, California 95814.

6 On March 7, 2023, I served the within:

7 **[PROPOSED] ORDER GRANTING FINAL APPROVAL**
8 **OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

9 on the parties in said action:

10 **X** by forwarding a true and correct copy thereof electronically from e-mail address
11 *gail.baum@jacksonlewis.com* to the persons at the e-mail addresses set forth below,
pursuant to California Code of Civil Procedure section 1010.6(b)(2).

12
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14 Edward Kim
15 Work Lawyers, PC
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20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct.

23 Executed this 7th day of March, 2023 at Folsom, California.

24 
25 _____
26 Gail Kristine Baum
27
28