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Attorneys for Plaintiffs
STEPHEN CONTE, JESSICA SATTERFIELD,
and GABE NAPOLEON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

STEPHEN CONTE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General; JESSICA SATTERFIELD,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General; and GABE
NAPOLEON, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiffs,

vs.

CLUTTER INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2020287

*Assigned for All Purposes to: Hon. David
Cohn, Dept. S-26*

**NOTICE OF ENTRY OF AMENDED
FINAL ORDER AND JUDGMENT**

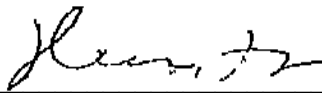
Complaint Filed: September 22, 2020
Trial Date: Not set

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

2 PLEASE TAKE NOTICE that on August 17, 2022, the Honorable David Cohn, in
3 Department S26 in the above-entitled Court, located at 247 West 3rd Street, San Bernardino,
4 California 92415, executed the Proposed Amended Final Order and Judgment. Attached hereto
5 as **Exhibit A** is a true and correct copy of the Amended Final Order and Judgment which was
6 executed and filed on August 17, 2022.

7
8 Dated: August 22, 2022

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiffs*
15 STEPHEN CONTE, JESSICA
16 SATTERFIELD, and GABE NAPOLEON
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EXHIBIT A

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Attorneys for Plaintiffs
STEPHEN CONTE, JESSICA SATTERFIELD,
and GABE NAPOLEON

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 17 2022

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

STEPHEN CONTE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General; JESSICA SATTERFIELD,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General; and GABE
NAPOLEON, individually and on behalf of
others similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiffs,

vs.

CLUTTER INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2020287

*Assigned for All Purposes to: Hon. David
Cohn, Dept. S-26*

**[PROPOSED] AMENDED FINAL ORDER
AND JUDGMENT**

Hearing Date: August 8, 2022

Hearing Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: September 22, 2020

Trial Date: Not set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on August 8, 2022, for a hearing and Final Order Approving Class Action Settlement and
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary
5 Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement
6 (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement Agreement, the term
14 “Class” and “Class Members” shall mean the following: “All current and former hourly paid,
15 non-exempt employees who were employed by Clutter, Inc. within the State of California at any
16 time from September 22, 2016, through January 5, 2022.”

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

19 4. Distribution of the Class Notice directed to the Class Members as set forth in the
20 Settlement Agreement and the other matters set forth therein has been completed in conformity
21 with the Preliminary Approval Order, including individual notice to all Class Members who could
22 be identified through reasonable effort, and the best notice practicable under the circumstances.
23 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
24 therein, including the proposed Settlement set forth in the Settlement Agreement, to all persons
25 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
26 All Class Members and all Released Claims are covered by and included within the Settlement
27 and this Final Order.

28 5. The Court hereby finds the Settlement Agreement was entered into in good faith

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

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

18 7. According to the terms of the Settlement Agreement, all Participating Class
19 Members shall fully waive, release, and discharge Defendant Clutter, Inc. ("Defendant") and its
20 divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents,
21 trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners,
22 parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, vendors, and related
23 corporations (the "Released Parties") from any and all wage-related claims that were alleged in
24 the Litigation or which could have been alleged in the Litigation based on the facts asserted in the
25 Litigation arising during the Settlement Period, including the following claims, under any legal
26 theory of liability, for: (1) alleged failure to pay all hours worked pursuant to California Labor
27 Code sections 200, 226, 1197, and 1198 and the IWC Wage Orders; (2) alleged failure to provide
28 meal periods pursuant to California Labor Code sections 200, 226.7 and 512 and the IWC Wage

1 Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code sections 200,
2 226.7, and 512 and the IWC Wage Orders; (4) alleged failure to furnish accurate itemized wages
3 statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (5) alleged
4 failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203
5 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during
6 employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7)
7 alleged failure to maintain adequate payroll records pursuant to California Labor Code section
8 1174 and IWC Wage Orders; (8) alleged failure to provide one day of rest in a seven day
9 workweek pursuant to California Labor Code sections 551 and 552 and the IWC Wage Orders;
10 (9) alleged failure to provide reporting time pay pursuant to California Labor Code section 1198
11 and IWC Wage Orders; (10) alleged failure to reimburse all necessary business expenses pursuant
12 to California Labor Code sections 2802 and 2804 and the IWC Wage Orders; (11) alleged
13 violations of California Business & Professions Code sections 17200, *et seq.*; and (12) alleged
14 violations of California Labor Code section 2698-2699, *et seq.* (collectively the “Released
15 Claims”). The release of the Released Claims shall be applicable for the period between
16 September 22, 2016 through January 5, 2022. All PAGA Group Members, the LWDA, and State
17 of California shall release claims arising under PAGA for the PAGA Period (March 5, 2018
18 through January 5, 2022).

19 8. Named Plaintiffs Stephen Conte, Jessica Satterfield and Gabe Napoleon, for
20 themselves only, also fully release the Released Parties from any and all Released Claims and
21 also generally release and discharge the Released Parties from all claims related to their
22 employment or alleged employment with Defendant including all claims alleged in the Action,
23 and all claims known and unknown, without exception, except as may be prohibited by law.
24 Specifically, Plaintiffs Stephen Conte, Jessica Satterfield and Gabe Napoleon waive all rights and
25 benefits afforded by California Civil Code Section 1542, which provides:

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 9. No Class Member objected to the terms of the Settlement.

5 10. One (1) Class Member requested to be excluded from the terms of the Settlement.
6 Accordingly, 3,782 out of 3,783 Class Members are bound by this Judgment (a 99.97%
7 participation rate).

8 11. The Court finds the settlement payments provided for under the Settlement
9 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
10 the Settlement Agreement, the Court orders Defendant to fund the Maximum Settlement Amount
11 of \$1,900,000.00 within twenty-one (21) calendar days following the Effective Date as set forth
12 in the Settlement Agreement into an interest-bearing account established by the Settlement
13 Administrator to provide payments for all Participating Class Members and all PAGA Members,
14 the PAGA Penalties to the to the California Labor and Workforce Development Agency pursuant
15 to Labor Code Section 2698, *et seq.*, the Enhancement Payments to Plaintiffs, Class Counsel's
16 Fees and Costs, and the Settlement Administrator's Costs. The calculations and the payments
17 shall be made and administered in accordance with the terms of the Settlement Agreement.

18 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
19 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
20 in the amount of one-third (1/3) from the Maximum Settlement Amount (\$633,333.33) and
21 attorneys' costs in the amount of \$20,018.07 from the Maximum Settlement Amount as final
22 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
23 owed to Class Counsel and any other person or entity related to the Action. The Court further
24 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
25 pursuant to the terms of the Settlement Agreement.

26 13. The Court hereby approves and orders Enhancement Payments of \$7,500.00 each
27 for Plaintiff Stephen Conte and Plaintiff Jessica Satterfield, and \$5,000.00 for Plaintiff Gabe
28 Napoleon (total of \$20,000.00 for all three named Plaintiffs) from the Maximum Settlement

Amount in accordance with the terms of the Settlement Agreement.

14. The Court approves and orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Maximum Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the PAGA. The remaining \$25,000.00 (25% of \$100,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

15. The Court also hereby approves and orders payment from the Maximum Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc., in the amount of \$31,000.00.

16. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the Settlement Agreement.

17. The Court also hereby approves and orders that any checks distributed from the Maximum Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued will be transferred to the California State Controller's Office pursuant to California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no "unpaid residue" under California Code of Civil Procedure section 384 will result from the Settlement.

18. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and Enhancement Payments to Plaintiffs is as set forth in the Settlement Agreement.

19. Neither the Settlement nor any of the terms set forth in the Settlement Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. In entering into the Settlement Agreement, Defendant does not admit, and specifically denies it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any

misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

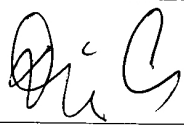
20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

21. A final report on the disbursement of settlement payments shall be filed before the August 8, 2023 at 9:00 a.m. hearing in Department S-26. If counsel submit a declaration from the Settlement Administrator ten (10) days in advance of the hearing indicating all monies have been disbursed, the hearing may be taken off-calendar and no appearance is required. Counsel to file the declaration directly in the department.

22. Plaintiffs shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 8/17/23



HON. DAVID COHN
JUDGE OF THE SUPERIOR COURT