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2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

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6 2255 Calle Clara

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12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 MICHAEL FARTHING, JEREMIAH
16 BURKE and JARVIS RICHMOND,
17 individuals, on behalf of themselves and
18 on behalf of all persons similarly situated,

19 Plaintiff,

20 vs.

21 MILESTONE TECHNOLOGIES, INC., a
22 California Corporation ; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No. CGC-21-591251

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: February 28, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept: 302

Action Filed: May 4, 2021
Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT on February 28, 2023, the Court entered the
3 Order and the Judgment in the above entitled action. A true and correct copy of the Order Granting
4 the Motion for Final Approval is attached hereto as Exhibit #1 and the Judgment is attached hereto
5 as Exhibit #2.

6 Respectfully submitted,

7
8 Dated: March 2, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

2 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over
3 the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla,
4 California 92037.

5 On March 2, 2023, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF JUDGMENT**

7
8 XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

10 MICHELLE S. STROWHIRO (SBN 271969)
mstrowhiro@mwe.com
11 CHRISTOPHER A. BRAHAM (SBN 293367)
cbraham@mwe.com
12 ARIEL BEVERLY (SBN 324656)
abeverly@mwe.com
13 KEVIN T. MAY (SBN 324836)
kmay@mwe.com
14 MCDERMOTT WILL & EMERY LLP
2049 Century Park East Suite 3200
15 Los Angeles, CA 90067-3206
Telephone: 310-277-4110
16 Facsimile: 310-277-4730

17 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
18 Labor Workforce Development Agency via online process at the PAGA Filing website in
19 accordance with the procedure imposed by the LWDA.

20 X (State): I declare under penalty of perjury under the laws of the State of California that the
21 above is true and correct.

22 Executed on March 2, 2023, at La Jolla, California.

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25 Kyle Nordrehaug
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1 Prepared by counsel for Plaintiff
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4 ~~ENDORSED~~
FILED
San Francisco County Superior Court

5 FEB 28 2023

6 CLERK OF THE COURT
7 BY: WILLIAM TRUPEK
8 Deputy Clerk

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO
12

13 MICHELLE FARTHING, JEREMIAH
14 BURKE, JARVIS RICHMOND, and
15 ANDREA HUGHES, individuals, on behalf of
16 themselves and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 MILESTONE TECHNOLOGIES, INC., a
21 California Corporation ; and DOES 1 through
22 50, inclusive,

23 Defendants.
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Case No. CGC-21-591251

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: February 28, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 4, 2021

Trial Date: Not set

1 On February 28, 2023, a hearing was held on the motion of Plaintiffs Jeremiah Burke,
2 Andrea Hughes, and Jarvis Richmond ("Plaintiffs") for final approval of the Class and
3 Representative Action Settlement Agreement (the "Agreement") with Defendant Milestone
4 Technologies, Inc. ("Defendant") and payments to the Plaintiffs, Class Counsel, Aggrieved
5 Employees, the Labor and Workforce Development Agency ("LWDA") and the Settlement
6 Administrator.

7 The parties have submitted their Agreement, which this Court preliminarily approved by
8 its October 12, 2022, order ("Preliminary Approval Order"). In accordance with the Preliminary
9 Approval Order, Class Members have been given notice of the terms of the Agreement and the
10 opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on February 28, 2023, 2021, the
14 Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

15 1. The certification of the Class is confirmed for the sole and exclusive purpose of
16 entering a settlement in this matter:

17 All individuals who were employed by Defendant in California, who were
18 classified as hourly, non-exempt employees, and who worked as
19 Screening Associates, Team Lead Screening Associates, or Shift Lead
20 Screening Associates at any time during the Class Period. The Class
21 Period is May 4, 2017 through June 25, 2022.

22 2. The Settlement Administrator received no valid requests for exclusion from the
23 Class.

24 3. The Court confirms the appointment of Plaintiffs as the Class Representatives,
25 and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

27 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement of
28 Class Action and Hearing Date for Final Court Approval ("Class Notice") was sent to each Class
Member by first-class mail. These papers informed Class Members of the terms of the
Settlement, their right to receive a Settlement Share, their right to comment on or object to the

1 Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
2 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
3 final approval of the Settlement. Adequate periods of time were provided by each of these
4 procedures to provide notice of their rights and time for Class Members to act with respect to
5 these rights. No Class Member objected to the Settlement as part of this notice process or stated
6 an intent to appear at the final approval hearing.

7 5. The Court finds and determines that this notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding approval of the Settlement based on the responses of Class Members. The Court finds
10 and determines that the Class Notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process.

12 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
13 determines that the proposed class, as defined in the definitions section of the Agreement and
14 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby
15 ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

16 7. The Court further finds and determines that the Gross Settlement Amount of SIX
17 HUNDRED THIRTY THOUSAND DOLLARS (\$630,000) and the terms of the Settlement are
18 fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who
19 have not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the
20 Agreement as all individuals who were employed by Defendant in California, who were
21 classified as hourly, non-exempt employees, and who worked as Screening Associates, Team
22 Lead Screening Associates, or Shift Lead Screening Associates as at any time during the PAGA
23 Period or May 4, 2020 through June 25, 2022) will release the Released PAGA Claims as set
24 forth in the Agreement, and will be sent a portion of the PAGA Payment, regardless of whether
25 they opt-out of the Class. The Settlement is ordered finally approved, and all terms and
26 provisions of the Settlement should be and hereby are ordered to be consummated.

27 8. The Court finds and determines that the Settlement Shares to be paid to the
28 Participating Class Members, as provided for by the Agreement, are fair and reasonable. The

1 Court hereby grants final approval to and orders the payment of those amounts to be made to the
2 Participating Class Members out of the Net Settlement Amount in accordance with the
3 Agreement.

4 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
5 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to
6 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
7 Court, Plaintiffs served the LWDA with the motion which included a copy of the Agreement.
8 The Court finds and determines that the notice of the Settlement complied with the statutory
9 requirements of PAGA.

10 10. The Court finds and determines that the resolution of the Released PAGA Claims
11 and the PAGA Payment of TWENTY THOUSAND DOLLARS (\$20,000), which includes
12 payment to the LWDA FIFTEEN THOUSAND DOLLARS (\$15,000) as its share of the
13 settlement of civil penalties and the allocation of FIVE THOUSAND DOLLARS (\$5,000) to the
14 Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby grants
15 approval of the resolution of the PAGA claims and orders that the PAGA Payment be paid out of
16 the Gross Settlement Amount in accordance with the Agreement.

17 11. The Court finds and determines that the fees and expenses of Simpluris in
18 administering the settlement, in the amount of \$15,000, are fair and reasonable. The Court
19 hereby grants final approval to such amount and orders that the payment of approximately that
20 amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

21 12. In addition to any recovery that Plaintiffs may receive from the Net Settlement
22 Amount and PAGA Payment, and in recognition of the Plaintiffs' efforts on behalf of the Class,
23 and the risks they undertook, the Court hereby approves the payment of the Class Representative
24 Service Payments to Plaintiffs in the amount of TEN THOUSAND DOLLARS (\$10,000) each.
25 The Class Representative Service Payments shall be paid from the Gross Settlement Amount.

26 13. Pursuant to the authorities and argument presented to the Court, the Court
27 approves the payment of attorneys' fees to Class Counsel in the sum of \$210,000, plus costs and
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1 expenses in the amount of \$17,286.75. Said amounts shall be paid from the Gross Settlement
2 Amount.

3 14. The parties are hereby ordered to comply with the terms of the Settlement.

4 15. Without affecting the finality of this order in any way, pursuant to California
5 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
6 interpretation, administration, implementation, effectuation, and enforcement of this order and
7 the Settlement. COMPLIANCE HEARING IS SET FOR NOVEMBER 14 at 9:30AM IN DEPT-302

8 **IT IS SO ORDERED.**

9 Dated: 2/28/23

10 RA
11 The Honorable Richard B. Ulmer
12 Judge of the Superior Court
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11 Attorneys for Plaintiffs

**ENDORSED
FILED**
San Francisco County Superior Court

FEB 28 2023

CLERK OF THE COURT
BY: WILLIAM TRUPEK
Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14 MICHELLE FARTHING, JEREMIAH
15 BURKE, JARVIS RICHMOND, and
16 ANDREA HUGHES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

17 Plaintiff,

18 vs.

19 MILESTONE TECHNOLOGIES, INC., a
20 California Corporation ; and DOES 1 through
21 50, inclusive,

22 Defendants.

Case No. CGC-21-591251

[PROPOSED] FINAL JUDGMENT

Hearing Date: February 28, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 4, 2021

Trial Date: Not set

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class and Representative Action Settlement Agreement
5 (the "Agreement") and the Order Granting Final Approval of Settlement, Plaintiffs Jeremiah
6 Burke, Andrea Hughes, and Jarvis Richmond ("Plaintiffs"), and all members of the Class, shall
7 take nothing by their complaint(s) in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and
11 the Settlement.

12 3. The Court finds that in consideration of Plaintiffs' awarded Class Representative
13 Service Payments, and the other terms and conditions of the Settlement, as of the date the
14 Milestone Technologies, Inc. ("Defendant") fully funds the Gross Settlement Amount, Plaintiffs
15 generally release and discharge the Released Parties (as defined in the Agreement) from any and
16 all claims, transactions or occurrences between them that occurred during the Class Period
17 ("Plaintiffs' Released Claims") as fully set forth in the Agreement.

18 4. The Court finds that in consideration for their Settlement Shares, as of the
19 Effective Date, the Released Parties shall receive a release from the Participating Class Members
20 of any and all federal, state, local and common law claims for unpaid wages and overtime
21 compensation (including any claims based on working "off-the-clock" and any rounding policy),
22 unpaid minimum wages, unpaid rest break premiums, unpaid meal period premiums,
23 unreimbursed business expenses, waiting time penalties, wage statement penalties, any and all
24 claims for civil penalties (including those asserted under PAGA) based on any of the facts
25 alleged in the Action or claims that could have been alleged based upon the facts set forth in the
26 operative complaint which occurred during the Class Period (May 4, 2017 through June 25,
27 2022), and expressly excluding all other claims, including claims for vested benefits, wrongful
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1 termination, unemployment insurance, disability, social security, workers' compensation, and
2 class claims outside of the Class Period ("Released Class Claims").

3 5. The Court finds that in consideration for the approved PAGA Payment, upon the
4 Effective Date, the Released Parties shall receive a release from the State of California of all
5 PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated
6 on the violations of the applicable California Labor Code sections and applicable Wage Orders
7 alleged in the operative complaint and/or the LWDA Notices submitted by Plaintiffs in the
8 Action which occurred during the PAGA Period ("Released PAGA Claims"). The Released
9 PAGA Claims exclude any PAGA claims outside the PAGA Period (May 4, 2020 through June
10 25, 2022). The release of the Released PAGA Claims shall be effective as to all Aggrieved
11 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
12 from the Class. The Released PAGA Claims do not include other PAGA claims, underlying
13 wage and hour claims, claims for vested benefits, wrongful termination, unemployment
14 insurance, disability, social security, and worker's compensation, and claims outside of the
15 PAGA Period.

16 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
17 except as otherwise provided in the Agreement, the Order Granting Final Approval of
18 Settlement, and this Judgment.

19 7. The Court enters final judgment in the Action in accordance with the Agreement
20 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
21 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
22 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
23 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
24 law.

25 8. Upon completion of administration of the settlement, the Settlement
26 Administrator will provide written certification of such completion to the Court and counsel for
27 the parties. The Court sets a compliance hearing date of November 14, 2023, at 9:30 a.m. and the
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1 written certification of the Settlement Administrator shall be filed no later than fourteen (14)
2 days before this hearing.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

4 Dated: 2/28/23

5 *RU*
6 The Honorable Richard B. Ulmer
7 Judge of the Superior Court
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