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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

JAMIE KENNEDY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: MSC21-00272

[Assigned for all purposes to the Hon. E. Weil,
Department 39]

[PROPOSED] JUDGMENT

Date: January 26, 2023

Time: 9:00 a.m.

Dept: 39

Complaint Filed: February 16, 2021

Trial Date: Not Set

1 On January 26, 2023, the above-entitled Court granted final approval of the class action
2 settlement and entered its Order Granting Plaintiff's Motion for Final Approval of Class Action
3 Settlement (the "Final Approval Order").

4 Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

5 1. Pursuant to Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California
6 Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the
7 Parties and the Class Members for the purposes of supervising:

8 a. The implementation, enforcement, construction, and interpretation of the
9 Settlement, the Order Granting Preliminary Approval of Class Action Settlement entered on
10 September 22, 2022, the plan of allocation, the Final Approval Order, and the Judgment; and

11 b. Distribution of amounts paid under this Settlement as set forth in the Joint
12 Stipulation of Class Action Settlement ("Stipulation" or "Settlement Agreement").

13 2. The "Settlement Class Members" or "Class Members" are comprised of and
14 defined as: all non-union former non-exempt California employees of Defendant who were paid
15 sick pay wages and non-discretionary incentive wages, including, but not limited to, job
16 premium and/or shift differential wages, in the same workweek during their employment and
17 whose employment ended at any time between August 22, 2017, and the date of preliminary
18 approval of the Settlement.

19 3. Plaintiff Jamie Kennedy ("Plaintiff") and the members of the Settlement Class
20 shall take from their Complaint only the relief set forth in (a) Settlement Agreement; (b) the
21 Final Approval Order filed on _____.

22 4. Plaintiff and all Class Members who have not submitted a valid and timely
23 Request for Exclusion shall be deemed conclusively to have made the releases set forth in the
24 Settlement Agreement, which shall have the force and effect of res judicata.

25 5. The Court awards the following: (1) \$31,666.67 for attorneys' fees; (2) \$8,182.70
26 in attorney costs; (3) \$10,000.00 to Plaintiff as the Class Representative enhancement payment;
27 (4) \$4,500 for settlement administration costs; and (5) \$3,750.00 to the Labor and Workforce
28 Development Agency.

1 6. The Clerk is hereby directed to close this case.

2 IT IS SO ORDERED AND ADJUDGED.

3
4 DATED: _____

5 HON. E. WEIL
6 SUPERIOR COURT OF CALIFORNIA
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