

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiffs

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

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

FIVE KEYS SCHOOLS AND
PROGRAMS, a California Corporation, and
DOES 1 through 50, inclusive,

Defendants.

AL-JERONE GREEN, TIFFANY
MANJARES and DOANYA PUCCINI, on
behalf of the State of California, as private
attorney generals

Plaintiff,

vs.

FIVE KEYS SCHOOLS AND
PROGRAMS, a California Corporation, and
DOES 1 through 50, inclusive,
Defendants.

Case No. CGC-21-596165

(Consolidated with Case No. CGC-21-596167)

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 4, 2023

Hearing Time: 9:30 a.m.

*[Hearing scheduled by Order dated March 29,
2023 at paragraph 12; and rescheduled by
Order dated August 3, 2023]*

Judge: Hon. Richard B. Ulmer

Dept: 302

Action Filed: October 20, 2021

Trial Date: Not Set

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

2 YOU ARE HEREBY NOTIFIED THAT on October 5, 2023, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9
10 Dated: October 6, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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

On October 6, 2023, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

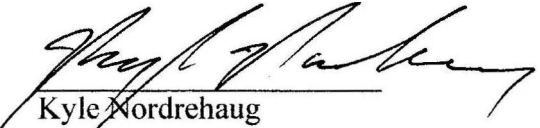
XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Ron Arena, Esq.
Amy C. Hirsch, Esq.
Doreen Garrett, Esq.
rarena@arenahoffman.com
ahirsh@arenahoffman.com
dgarrett@arenahoffman.com
abarnia@arenahoffman.com
ARENA HOFFMAN LLP
220 Montgomery Street, Suite 905
San Francisco, CA 94104

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

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

Executed on October 6, 2023, at La Jolla, California.



Kyle Nordrehaug

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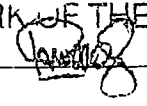
10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

OCT 05 2023

CLERK OF THE COURT

BY:  Deputy Clerk

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN FRANCISCO**

14 AL-JERONE GREEN, TIFFANY MANJARES
15 and DOANYA PUCCINI, individuals, on behalf
16 of themselves and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 v.

20 FIVE KEYS SCHOOLS AND PROGRAMS, a
21 California Corporation, and DOES 1 through 50,
22 inclusive,

23 Defendants.

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26 of California, as private attorney generals,
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FIVE KEYS SCHOOLS AND PROGRAMS, a
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Defendants.

Case No. **CGC-21-596165**

(Consolidated with Case No. CGC-21-596167)

[PROPOSED] FINAL JUDGMENT

Hearing Date: October 4, 2023

Hearing Time: 9:30 a.m.

Judge: Richard B. Ulmer

Dept.: 302

Action Filed: October 20, 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 Action Settlement Agreement (the "Agreement")
5 and the Order Granting Final Approval of Settlement, Plaintiffs Al-Jerone Green, Tiffany
6 Manjares and Doanya Puccini ("Plaintiffs"), and all members of the Class, shall take nothing by
7 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 the
11 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, upon the Effective Date,
14 Plaintiffs generally release and discharge Defendant Five Keys Schools and Programs
15 ("Defendant") and the Released Parties (as defined in the Agreement) from any and all claims,
16 transactions or occurrences between them that occurred during the Class Period ("Plaintiffs'
17 Released Claims") as fully set forth in the Agreement.

18 4. The Court finds that in consideration for their Settlement Shares, as of the Effective
19 Date, Defendant and the Released Parties shall receive a release from the Participating Class
20 Members of all Released Class Claims. The "Released Class Claims" are any and all Class claims
21 pled or could have been pled based on the factual allegations contained in the operative complaint
22 which occurred during the Class Period, and expressly excluding all other claims, including claims
23 for vested benefits, wrongful termination, unemployment insurance, disability, social security, and
24 workers' compensation, and claims outside of the Class Period.

25 5. The Court finds that in consideration for the approved PAGA Payment, upon the
26 Effective Date, Defendant shall receive a release from the State of California of all PAGA claims
27 pled or could have been pled for civil penalties under California Labor Code Sections 2698 *et*
28 *seq.*, based on the factual allegations contained in the operative complaint and LWDA Notices

1 submitted by Plaintiffs which occurred during the PAGA Period ("Released PAGA Claims"). The
2 Released PAGA Claims shall be released against all Released Parties. The release of the Released
3 PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
4 Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA
5 Claims expressly exclude all other claims, including claims for vested benefits, wrongful
6 termination, unemployment insurance, disability, social security and worker's compensation, and
7 claims outside of the PAGA Period.

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

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

16 8. Upon completion of administration of the settlement, the Settlement Administrator
17 will provide written certification of such completion to the Court and counsel for the parties. The
18 Court sets a compliance hearing date of June 27, 202^{4:30}~~3~~, at 9:30 a.m., and the written certification
19 of the Settlement Administrator shall be filed no later than fourteen (14) days before this hearing.

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

21 Dated: 10/4/23

22 Ulmer
23 The Honorable Richard B. Ulmer Judge of
24 the Superior Court
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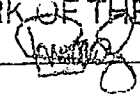
10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

OCT 05 2023

CLERK OF THE COURT

BY:  Deputy Clerk

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

14 AL-JERONE GREEN, TIFFANY MANJARES
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FIVE KEYS SCHOOLS AND PROGRAMS, a
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Defendants.

Case No. **CGC-21-596165**

(Consolidated with Case No. CGC-21-596167)

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

Hearing Date: October 4, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Action Filed: October 20, 2021

Trial Date: Not set

1 On October 4, 2023, a hearing was held on the motion of Plaintiffs Al-Jerone Green,
2 Tiffany Manjares and Doanya Puccini ("Plaintiffs") for final approval of the Class Action
3 Settlement Agreement (the "Agreement") with Defendant Five Keys Schools and Programs
4 ("Defendant") and payments to the Plaintiffs, Class Counsel, Aggrieved Employees, the Labor
5 and Workforce Development Agency ("LWDA") and the Settlement Administrator.

6 The parties have submitted their Agreement, which this Court preliminarily approved by
7 its March 29, 2023, order ("Preliminary Approval Order"). In accordance with the Preliminary
8 Approval Order, Class Members have been given notice of the terms of the Agreement and the
9 opportunity to comment on or object to it or to exclude themselves from its provisions.

10 Having received and considered the Settlement, the supporting papers filed by the parties,
11 and the evidence and argument received by the Court at the hearing before it entered the
12 Preliminary Approval Order and the final approval hearing on October 4, 2023, the Court grants
13 final approval of the Settlement, and HEREBY ORDERS as follows:

14
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 are or previously were employed by Defendant in
18 California who were classified as hourly, non-exempt employees at any
19 time during the Class Period. The Class Period is October 20, 2017 through
20 August 11, 2022.

21 2. The Settlement Administrator received one (1) valid request for exclusion from the
22 Class. The individual who timely submitted a valid request for exclusion is Shah Bah Harry
23 Cooks.

24 3. The Court confirms the appointment of Plaintiffs as the Class Representatives, and
25 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, and Sergio
26 J. Puche of Blumenthal 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,

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

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

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

17 7. The Court further finds and determines that the Gross Settlement Amount of Two
18 Million Four Hundred Fifty Thousand Dollars (\$2,450,000) and the terms of the Settlement are
19 fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who
20 have not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the
21 Agreement as all individuals who are or previously were employed by Defendant in California
22 who were classified as hourly, non-exempt employees at any time during the PAGA Period of
23 October 20, 2020 through July 20, 2022) will release the Released PAGA Claims as set forth in
24 the Agreement, and will be sent a portion of the PAGA Payment, regardless of whether they opt-
25 out of the Class. The Settlement is ordered finally approved, and all terms and provisions of the
26 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 Agreement.

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

8 10. The Court finds and determines that the resolution of the Released PAGA Claims
9 and the PAGA Payment of Fifty Thousand Dollars (\$50,000), which shall be allocated 75%
10 (\$37,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this
11 Agreement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved
12 Employees, in this case is fair, reasonable, and appropriate. The Court hereby grants approval of
13 the resolution of the PAGA claims and orders that the PAGA Payment be paid out of the Gross
14 Settlement Amount in accordance with the Agreement.

15 11. The Court finds and determines that the fees and expenses of ILYM Group in
16 administering the settlement, in the amount of \$22,253, are fair and reasonable. The Court hereby
17 grants final approval to such amount and orders that the payment of approximately that amount be
18 paid out of the Gross Settlement Amount in accordance with the Agreement.

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

24 13. Pursuant to the authorities and argument presented to the Court, the Court approves
25 the payment of attorneys' fees to Class Counsel in the sum of \$816,666, plus costs and expenses
26 in the amount of \$15,434.27. Said amount shall be paid from the Gross Settlement Amount.

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28 \\\

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

IT IS SO ORDERED.

Dated: 10/4/23

UA
The Honorable Richard B. Ulmer Judge of
the Superior Court