

LAWYERS for JUSTICE, PC
Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K Hom (State Bar #327243)
jackland@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TEISHETTA HOLLIS, LAKESHA MCGEE,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

DUNGARVIN, INC., an unknown business
entity; DUNGARVIN CALIFORNIA, LLC, a
Minnesota limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Lead Case No.: RG21106102
[Consolidated Case No.: RG21113182]

[PROPOSED] JUDGMENT

Date: November 4, 2025

Time: 2:30 p.m.

Reservation ID: A-21106102-001

Judge: Hon. Somnath R. Chatterjee

Dept.: 21

1 Plaintiffs' motion for an order finally approving the Settlement of Class Action Claims and
2 Release of Claims ("Agreement") and Motion for Class Counsel Award and Service Award duly
3 came on for hearing on November 4, 2025, before the above-entitled Court. The parties having
4 settled this action and the Court having entered an Order Granting Motion for Final Approval of
5 Class Action Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as: All current and former non-exempt employees who worked for Dungarvin
9 California, LLC in California at any time in the period from July 22, 2017, through June 30, 2024
10 (the "Class Period").

11 2. All persons who meet the foregoing definition are Settlement Class Members,
12 except for Julia Scott Day, who filed a valid request for exclusion ("opt out") from the Class.

13 3. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action Settlement and this Final Judgment, Plaintiffs, and all members of the
15 Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs,
16 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
17 Class Action Settlement and in this Final Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 5. Defendants shall fund the Gross Settlement Amount on the Funding Date. Upon
23 entry of final judgment and funding of the Gross Settlement Amount, the Class Members shall
24 release the "Released Parties" from the "Released Class Claims". Upon entry of final judgment
25 and funding of the Gross Settlement Amount, Plaintiffs on behalf of the LWDA, and the State of
26 California, will release the Released Parties from the Released PAGA Claims for the PAGA
27 Period. As a result of this release, the LWDA, and persons acting as proxy or agent of the LWDA
28

1 under PAGA, shall be precluded from bringing claims against Defendants for the Released PAGA
2 Claims.

3 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

4 (a) The “Released Class Claims” are defined as any and all causes of action,
5 claims, rights, damages, and penalties under California law that were alleged in the Operative
6 Complaint in the Action or that could have been alleged based on the facts alleged, including but
7 not limited to: (a) any alleged failure by Defendants (1) to pay minimum wage; (2) to pay
8 overtime wages, (3) to pay expenses reimbursements, (4) to provide meal periods or pay meal
9 period premium wages, (5) to authorize and permit rest periods or pay rest period premium wages,
10 (6) to issue compliant wage statements, or (7) to timely pay wages at the end of employment; (b)
11 any right or claim for unfair business practices in violation of California Business & Professions
12 Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(5) above;
13 and (c) any violation of the California Labor Code arising from or related to the conduct alleged in
14 (a)(1) through (a)(5) above, including, without limitation, violation of California Labor Code
15 sections 201–204, 210, 226, 226.7, 227.3, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
16 1198, 2802 or any other applicable state statute, rule and/or regulation (Wage Order) during the
17 Class Period (“California Released Claims”). The California Released Claims expressly excludes
18 claims brought under PAGA. With respect to all Class Members with the exception of Plaintiffs,
19 the release expressly excludes all other claims, including claims for vested benefits, wrongful
20 termination, unemployment insurance, disability, social security, workers’ compensation, and
21 class claims outside of the Class Period.

22 (b) The “Released Parties” are defined as Defendants and any of their past,
23 present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates,
24 as well as each of their past, present, and future officers, directors, employees, partners, members,
25 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
26 be jointly liable with Defendants.

27 (c) “Defendants” are defined as Dungarvin Inc. and Dungarvin California,
28 LLC.

1 (d) The “Released PAGA Claims” are defined as any and all claims for civil
2 penalties under PAGA based on the allegations in the PAGA Notice that arose during the PAGA
3 Period, including violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7,
4 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and the applicable IWC
5 Wage Order as well as all facts, theories, or claims for civil penalties that would be considered
6 administratively exhausted under applicable law by the PAGA Notice submitted in the Action. It
7 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
9 outside of the PAGA Period.

10 7. This Court hereby grants final approval and awards the following: (i) One Hundred
11 Eighty Five Thousand Eight Hundred Seventy Three Dollars and Sixty Three Cents (\$185,873.63)
12 for Attorneys’ Fees and Attorneys’ Expenses, comprised of Attorneys’ Fees in the amount of One
13 Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and reimbursement of litigation
14 expenses in the amount of Thirty Five Thousand Eight Hundred Seventy Three Dollars and Sixty
15 Three Cents (\$35,873.63); (ii) the Service Award to Class Representatives, Teishetta Hollis,
16 Lakesha McGee, and Yasmin Rico, in the amount of Ten Thousand Dollars and Zero Cents
17 (\$10,000.00) to each Plaintiff in exchange for a general release; and (iii) Administration Costs of
18 Nine Thousand Seven Hundred Ninety Dollars and Zero Cents (\$9,790.00) to Apex Class Action,
19 LLC.

20
21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23
24 DATED: _____, 2025

25
26 _____
27 Hon. Somnath R. Chatterjee
28 JUDGE OF THE SUPERIOR COURT