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6 DANELLE SKINNER, an Individual, on behalf of  
 7 himself and all others similarly situated

8  
 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

10 DANELLE SKINNER, an Individual, on  
 11 behalf of himself and all others similarly  
 12 situated

13 Plaintiffs,

14 v.

15 CARBON ACTIVATED CORPORATION, a  
 16 California Corporation; and DOES 1 through  
 100, Inclusive

17 Defendants.

CASE NO.: 21STCV37888

[Assigned for all purposes to the Hon. Carolyn  
 B. Kuhl in Department 12]

**CLASS ACTION**

**[PROPOSED] JUDGMENT**

Date: 10/31/2023  
 Time: 10:30 AM  
 Dept.: 12

Action Filed: 10/14/2021  
 Trial Date: None Set

22 The Parties reached a settlement subject to Court approval as represented in the Joint  
 23 Stipulation and Settlement of Class Action and Private Attorneys General Act Claims (the  
 24 “Settlement”/“Stipulation”/ “Settlement Agreement”) that was previously filed with the Court. On  
 25 October 31, 2023 this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769  
 26 of the California Rules of Court and this Court’s previous Order Granting Plaintiff’s Motion for  
 27 Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) entered  
 28 herein on June 12, 2023. Due and adequate notice having been given to the Settlement Class as

10/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 required in said Preliminary Approval Order, and the Court having considered all papers filed and  
2 proceedings had herein and otherwise being fully informed in the matter, and good cause  
3 appearing on October 31, 2023 this Court granted final approval of the class settlement and  
4 entered its Order Granting of Plaintiff's Motion for Final Approval of Class Action Settlement,  
5 thereon (the "Final Approval Order"), therefore:

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

7 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and  
8 incorporated herein by reference, this Court finds that the applicable requirements of the  
9 California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have  
10 been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes  
11 final its earlier provisional certification of the Class for settlement purposes, as set forth in the  
12 Preliminary Approval Order.

13 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the  
14 parties' Settlement Agreement, together with the definitions of terms used and contained therein.

15 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over  
16 all parties to the Class Action, including all members of the Settlement Class.

17 4. Consistent with the definitions in the Settlement Agreement, the term Class/ Class  
18 Members "mean and refers all current and former non-exempt employees who worked for  
19 Defendant in California during the Class Period. The "Class Period" is November 19, 2020  
20 through August 16, 2022. "Aggrieved Employees" means and refers to all current and former  
21 employees of Defendant Carbon Activated Corporation who were employed in California, as a  
22 non-exempt hourly paid employee during the PAGA Period. The PAGA Period is the period from  
23 November 19, 2020 through August 16, 2022.

24 5. The Released Claims for the Participating Class Members as defined by the Settlement  
25 Agreement are covered and included within the Settlement and this Judgment. The PAGA Release  
26 for Aggrieved Employees as defined by the Settlement Agreement is covered and included within  
27 the Settlement and this Judgment.

28 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has

1 satisfied the standards and applicable requirements for final approval of this class action  
2 settlement under California law include the provision of California Code of Civil Procedure  
3 Section 382.

4 7. The Notice of Settlement given to the Class Members fully and accurately informed the  
5 Class Members of all material elements of the proposed Settlement and of their opportunity to  
6 object to or comment thereon; was the best notice practicable under the circumstances; was valid,  
7 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
8 California, the United States Constitution, due process, and other applicable law. The Class  
9 Notice fairly and adequately described the Settlement and provided Class Members adequate  
10 instructions and a variety of means to obtain additional information. A full opportunity has been  
11 afforded to the Class Members to participate in the Final Approval hearing, and all Class Members  
12 and other persons wishing to be heard have been heard.

13 8. The Court hereby approves the Settlement and direct the Parties to effectuate the  
14 Settlement according to its terms.

15 9. Upon the Effective Date and upon Defendant fully funding the Settlement, Participating  
16 Class Members for the Class Period shall fully and finally release and discharge the Released  
17 Parties from only the following: all claims, rights, demands, damages, liabilities and causes of  
18 action, contingent or vested, in law or in equity and arising at any time during the Class Period, for  
19 unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees,  
20 punitive damages, and/or injunctive or other equitable remedies, allegedly owed or available, for  
21 claims arising out of, or related to the claims, allegations and operative facts asserted in the  
22 operative First Amended Complaint, including claims: (1) failure to pay overtime wages; (2)  
23 failure to pay minimum wages; (3) failure to pay overtime wages at the legal overtime pay rate;  
24 (4) failure to provide meal periods in violation of labor code sections 226.7, 512, 558, and 1198;  
25 (5) failure to provide rest periods in violation of labor code section 226.7 and applicable I.W.C.  
26 Wage Orders; (6) failure to timely furnish accurate itemized wage statements (Labor Code section  
27 226); (7) failure to pay waiting time penalties in violation of labor code sections 201, 202, 203 and  
28 558; ((8) Unfair Business Practices in Violation of Business and Professions Code section 17200,

1 et. seq. based on the preceding claims.

2       Upon Defendant fully funding the PAGA Payment, the Aggrieved Employees for the  
3 PAGA Period shall fully and finally release and discharge only the following: any and all claims  
4 pursuant to the California Labor Code and/or the Private Attorneys General Act of which were  
5 asserted in Plaintiff's notice to the LWDA or reasonable could have been asserted based on the  
6 facts alleged in Plaintiff's notice to the LWDA or the operative First Amended Complaint, and  
7 arising during the PAGA Period, including but not limited to those claims based on the following  
8 categories of allegations as set forth in Plaintiff's notice to the LWDA: (a) all claims for unpaid  
9 overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay  
10 overtime wages including failing to pay overtime at the legal overtime pay rate; (d) all claims for  
11 failure to provide meal periods or failing to provide premium wages; (e) all claims for failure to  
12 authorize and permit rest periods or failing to provide premium wages; (f) all claims for the failure  
13 to promptly pay all wages due and owing at the end of an employee's employment including  
14 claims for penalties under Labor Code sections 201, 202, and 203; and (g) all claims for the failure  
15 to issue timely and properly itemized wage statements.

16 10.     Without affecting the finality of this Judgment in any way, the Court hereby retains  
17 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement  
18 and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6  
19 and rule 3.769(h) of the California Rules of Court.

20 11.     The Court hereby finds that the Gross Fund Value of \$113,750.00 and the means of  
21 distributing the Net Fund Value to Participating Class Members and distribution of the PAGA  
22 Payment as fair, reasonable and adequate. The Settlement Administrator will distribute the Net  
23 Fund Value to participating class members and the PAGA payment in accordance to the  
24 instruction and timeline set forth in the settlement.

25 12.     The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, as Class  
26 Counsel in this action. The Court hereby approves attorneys' fees to Class Counsel in the amount  
27 of \$37,916.66 and costs of \$12,676.89 as compensation for all attorney time spent on this matter  
28 from inception through and including the final Settlement Fairness Hearing and all other work

1 related to this case and all costs, as these requests are fair and reasonable. The Court finds that the  
2 Class Counsel's requested fees attorneys' fees falls within the range of reasonableness and that the  
3 results justify the award. Costs to the Claims Administrator CPT Group, Inc. in the amount of  
4 \$7,500 is hereby approved as fair and reasonable.

5 13. The Court hereby approves a Service Award of \$5,000 to the Named Plaintiff. The named  
6 Plaintiff's Service Award is approved based on his contributions to the class, risks incurred,  
7 stigma, execution of a general release and all other factors presented to the Court, the Court finds  
8 the request as fair and reasonable.

9 14. The Court hereby approves a PAGA Payment of Three Thousand Four Hundred Twelve  
10 Dollars and fifty cents (\$3,412.50) of which \$2,559.37 is payable to the Labor Workforce  
11 Development Agency (LWDA) and the balance of \$853.13 is payable to Aggrieved Employees  
12 per the settlement agreement. These requests are reasonable and approved.

13 15. Entry of this Final Judgment shall constitute a full and complete bar against the  
14 Participating Class Members as to Released Claims released by the Settlement Agreement, and  
15 shall constitute res judicata and collateral estoppel with respect to any and all such Released  
16 Claims for the Class Period, except to those who opted out of the settlement. There are zero (0)  
17 opt outs. Further, entry of this Final Judgment shall constitute a full and complete bar against  
18 Aggrieved Employees for the PAGA Release for the PAGA Period per the settlement agreement.

19 16. The Court further confirms and finds that nothing contained in the Settlement Agreement,  
20 the Preliminary Approval Order, this Judgment, or any other Order entered in this action shall in  
21 any way or manner constitute an admission or determination of liability by or against Defendants,  
22 or any other Released Parties with respect to any of the claims and causes of action asserted by the  
23 Settlement Class or any member thereof, and shall not be offered in evidence in any action or  
24 proceeding against Defendants, or any other Released Parties in any court, administrative agency,  
25 or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the  
26 provisions of the Stipulation or this Order. This paragraph shall not, however, diminish or  
27 otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement  
28 Agreement and this Final Order and Judgment.

1 17. By operation of the entry of Judgment, as of the Effective Date, the parties and the  
2 settlement administrator are ordered to perform their respective duties and obligations under the  
3 Settlement.

4  
5 IT IS SO ORDERED.

6  
7 Dated: 10/31/2023



A handwritten signature in cursive script that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Judge of the Superior Court

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