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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JARELL MCKINNEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ARBORWELL, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

SANJUANITA ERICA GARCIA, on behalf
of herself and all other aggrieved employees,

PLAINTIFF,

vs.

ARBORWELL, LLC, a California limited
liability company; SAVATREE, LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive,

DEFENDANTS.

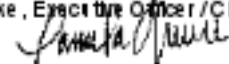
Case No. 22CV015155 (*Lead*)
Consolidated with Case No. 22CV013628

ASSIGNED FOR ALL PURPOSES TO:
Judge Jenna Whitman
Department 25

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND JUDGMENT**

Date: December 12, 2024
Time: 3:00 p.m.
Dept.: 25

Garcia Complaint filed: June 30, 2022
McKinney Complaint filed: July 27, 2022
Trial date: None Set

FILED
Superior Court of California
County of Alameda
12/18/2024
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy
P. Greene

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The Motion for Final Approval of Class Action and PAGA Settlement (the “Final Approval Motion”) as set forth in the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”) came for hearing on December 12, 2024, in Department 25 of the Superior Court of California, County of Alameda, located at Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, CA 94612. On September 12, 2024, the Court entered an order granting preliminary approval of the settlement. The Final Approval Motion was unopposed by Defendants Arborwell, Inc., Arborwell, LLC and Savatree, LLC (“Defendants”). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court grants final approval of the Settlement Agreement.
2. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all defined terms as set forth in the Settlement Agreement.
3. The Court has jurisdiction over the subject matter over this Action, the Class Representatives, the Class Members, and Defendants.
4. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of Class Action and PAGA Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the Constitution of the State of California and United States Constitution. Based on evidence and other material submitted, the actual notice to the Class was adequate and reasonably calculated, under the circumstances, to apprise Settlement Class Members

1 of the pendency of the action, the terms of the proposed settlement, and of their right to appear,
2 object to, or exclude themselves from the proposed settlement.

3 5. The Court finds that the instant Action presented a good faith dispute of the claims
4 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
5 the Class Members included the alleged (1) failure to pay all overtime; (2) failure to provide
6 proper meal periods, or premium pay for non-compliant meal periods; (3) failure to authorize and
7 permit rest periods, or premium pay for non-compliant rest periods; (4) failure to pay minimum
8 wages; (5) failure to pay all wages on termination of employment; (6) failure to pay timely wages
9 during employment; (7) failure to provide accurate wage statements; (8) failure to maintain
10 requisite payroll records; (9) unreimbursed business expenses pursuant to Labor Code Sections
11 2800 and 2802; (10) unfair business practices; and (11) claims for civil penalties under the
12 California Private Attorneys General Act of 2004 (“PAGA”).

13 6. _____ Class Members requested Exclusion from the Settlement following a full and
14 fair opportunity to do so, so all Class Members are entitled to payment pursuant to the Settlement
15 and this Judgment.

16 7. _____ Class Members objected to the Settlement following a full and fair
17 opportunity to participate in the Final Approval Hearing.

18 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
19 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are
20 directed to perform in accordance with the terms set forth in the Settlement Agreement.

21 9. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 10. For purposes of effectuating this Order and Judgment (including the Released
24 Claims), this Court certifies and binds the following Settlement Class for settlement purposes
25 only: All persons employed by Defendants in California as non-exempt hourly-paid employees
26 during the Class Period, defined as July 27, 2018 through the date the Court grants preliminary
27 approval of this Settlement. Settlement ¶ 1.3. Excluded from the Settlement Class are persons who
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1 validly and timely exclude themselves using the procedures set forth in the Settlement Agreement,
2 as well as any judicial officer who presides over this matter and members of their family.

3 11. With respect to the Settlement Class and for purposes of approving this Settlement,
4 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
5 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
6 common to the Class Members, and there is a well-defined community of interest among the Class
7 Members with respect to the subject matter of the Action; (c) the claims of the Class
8 Representatives are typical of the claims of the Class Members; (d) the Class Representatives have
9 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
10 other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
11 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities and
12 for the Settlement Class.

13 12. The Court further finds that the Settlement is fair, adequate, and reasonable and in
14 the best interests of the Class. The Court finds that the Parties reached the Settlement following
15 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the
16 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so
17 finding, the Court has considered all of the evidence presented, including evidence regarding the
18 strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely
19 duration of further litigation; the amount offered in the Settlement; the extent of investigation and
20 discovery completed; and the experience and views of Class Counsel.

21 13. By this Judgment, the Class Representatives shall release, relinquish, and
22 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation of
23 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
24 Released Claims, as defined in the Settlement Agreement.

25 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
26 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
27 Settlement (i) is or may be deemed to be or may be used by the Plaintiffs or Class Members as an
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1 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
2 wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may be
3 deemed to be or may be used by the Plaintiffs or Class Members as an admission of, or evidence
4 of, any fault or omission of Defendants or any of the other Released Parties in any civil, criminal,
5 or administrative proceeding in any court, administrative agency, or other tribunal.

6 15. Plaintiffs and all Class Members, shall have, by operation of this Order and
7 Judgment, fully, finally and forever released, relinquished and discharged Released Parties from
8 all Settled Claims, as set forth in the Settlement Agreement. Class Members shall be forever
9 barred and enjoined from prosecuting any of the Settled Claims against the Released Parties
10 whether or not they actually receive or cash individual Settlement Payment checks or individual
11 PAGA Payment checks and shall not be entitled to any further payment or any personal relief of
12 any kind from any Released Parties including any payment for damages, wages, compensation,
13 commissions, fees, costs, reimbursements, penalties, or interest on account of the Settled Claims.

14 16. The State of California, including the California Labor and Workforce
15 Development Agency ("LWDA"), by and through Plaintiff Sanjuanita Erica Garcia, a PAGA
16 Representative, shall by operation of this Order and Judgment, fully, finally and forever released,
17 relinquished and discharged Released Parties from all settled PAGA Claims, as set forth in the
18 Settlement Agreement.

19 17. The Maximum Settlement Amount to be paid under the Settlement Agreement is
20 \$2,500,000.00. From this amount, Class Counsel collectively sought an award of attorney fees of
21 up to \$875,000.00, litigation expenses of up to \$17,000.00, third party administration costs of up
22 to \$10,000.00, a Service Payment to Plaintiffs of \$7,500.00 each for a total of \$15,000.00, and
23 \$200,000.00 for PAGA penalties, \$150,000.00 of which is paid to the California Labor and
24 Workforce Development Agency ("LWDA") and \$50,000.00 to eligible aggrieved employees who
25 were employed during the PAGA Period as set forth in the Settlement Agreement. Defendants do
26 not oppose these requests.

18. The Court finds that the amounts for ~~the attorney fees~~, litigation costs and expenses, third party administration costs, Service Payment, and allocation toward PAGA penalties are fair, reasonable, and appropriate in light of the services and work performed, costs incurred and to be incurred, and the results achieved in this Action.

19. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A) ~~\$875,000.00~~ to Class Counsel for attorney fees; (as explained in separate order)

B) up to \$17,000.00 to Class Counsel for litigation costs and expenses;

C) up to \$10,000.00 to Simpluris, Inc. for third party administration costs;

D) \$15,000.00 to Plaintiffs as Service Payments (comprised of \$7,500.00 to each Plaintiff);

E) \$200,000.00 for PAGA civil penalties (\$150,000.00 to paid to the California Labor and Workforce Development Agency (“LWDA”), representing 75% of the amount allocated toward PAGA civil penalties and the remaining 25% of PAGA civil penalties, in the amount of \$50,000.00, will be for distribution to the PAGA aggrieved employees on a *pro rata* basis who were employed during the PAGA Period as set forth in the Settlement Agreement); and

F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Fund payable to the Settlement Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

20. The Settlement Administrator is directed to calculate the Class Members' Individual Payment Amounts and the PAGA Aggrieved Employees' share of the \$50,000.00 of the PAGA Penalty Payment from the Net Settlement Fund and issue all payments within and in accordance with the Settlement Agreement and the timeline set forth below:

Feb. 17, 2025	, 2024	The Effective Date occurs
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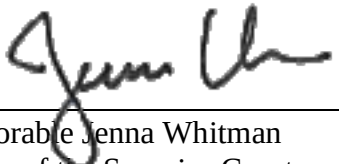
December 27, 2024	The Settlement Administrator shall provide Defendants with wiring instructions for funding the QSF and the amount for employer-side taxes relating to the wage payments of the Individual Payment Amounts.
Jan. 10, 2025	Defendants funds the QSF
Jan. 20, 2025	The Settlement Administrator shall issue payments to the Settlement Class Members, Class Counsel, Plaintiffs, the LWDA and itself.
April 21, 2025	Deadline for Class Members to cash checks for first issuance of Settlement Proceeds. Settlement Administrator shall redistribute the uncashed Settlement Proceeds to Class Members and aggrieved employees who cashed their payments from the initial distribution.
July 21, 2025 (90 days after date of first issuance of settlement check by the Settlement Administrator)	Deadline for Class Members to cash checks for second issuance of Settlement Proceeds. Settlement Administrator shall issue the uncashed check fund to Legal Aid at Work.
June 18, 2025	Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were actually made.

21. Ninety (90) calendar days after the first issuance of Settlement Proceeds, undeposited checks from the initial distribution of Settlement Proceeds will be redistributed to Class Members and aggrieved employees who cashed their payments from the initial distribution of Settlement Proceeds. Ninety (90) calendar days after the second issuance of Settlement Proceeds, undeposited checks from the second distribution will be cancelled and voided. Settlement Proceeds remaining be delivered to Legal Aid at Work by the Settlement Administrator.

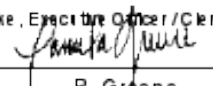
1 22. This document shall constitute a Judgment for purposes of California Rule of Court
2 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class
3 Representatives, the Class Members, and Defendants for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6
7 **IT IS SO ORDERED.**

8
9 DATED: 12/12/2024



Honorable Jenna Whitman
Judge of the Superior Court
Jenna Whitman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/18/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Greene
PLAINTIFF/PETITIONER: Jarell McKinney et al		
DEFENDANT/RESPONDENT: ARBORWELL, INC., an unknown business entity et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV015155

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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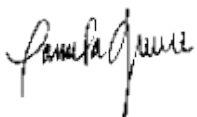
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Dated: 12/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Greene, Deputy Clerk