



FILED

San Francisco County Superior Court

FEB 06 2025

CLERK OF THE COURT

BY: Edward J. [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

GIOVONNIE SMITH as an individual
and on behalf of others similarly situated,

Plaintiffs,

vs.

PETRA LIVING, INC., a Delaware
Corporation d/b/a Oliver Space, and DOES
1 through 80, Inclusive,

Defendants.

Case No. CGC-22-599900

JUDGMENT

Judgment is hereby entered in accordance with this Court's Order Granting Final Approval of Class Action and PAGA Settlement and Application for Award of Attorneys' Fees and Costs, Class Representative Enhancement, and Settlement Administration Costs. For purposes of this Judgment, the Court hereby incorporates the Settlement Agreement.¹

The Settlement Class is defined as: "all current and former non-exempt drivers and drivers' assistants employed by Defendant in the State of California who worked for Defendant

¹ "Settlement Agreement" or "Agreement" refers to the Second Amended Stipulation of Class Action Settlement and Release Between Plaintiff, on Behalf of Himself and All Others Similarly Situated, and Defendant attached as Exhibit G to the Third Supplemental Declaration of Jennifer Kramer filed August 27, 2024.

1 during the Class Period, but excluding those individuals who provided Defendant a release of
2 claims.” The Class Period is from May 31, 2018 through March 31, 2023.

3 No Settlement Class Members objected to the settlement or requested exclusion from the
4 settlement following a full and fair opportunity to participate. Accordingly, all Settlement Class
5 Members are bound by this Judgment.

6 Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters
7 judgment consistent with the terms of the Settlement, as modified by the Final Approval Order, in
8 the above-entitled case for Plaintiff Giovonnie Smith and the Settlement Class Members.

9 As of the Effective Date, Plaintiff and the Participating Class Members release Defendant
10 and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

11 The Gross Settlement Amount is \$215,000. In its Final Approval Order, the Court
12 authorized the following distributions from the Gross Settlement Amount: (1) \$71,666.67 in
13 attorneys’ fees to be divided equally between Class Counsel; (2) \$10,000 in Litigation Expenses
14 to be divided between Class Counsel in proportion to expenses incurred; (3) \$2,500 to Plaintiff
15 Giovonnie Smith as a Class Representative Enhancement Award; (4) \$4,750 in settlement
16 administration costs to APEX Settlement Administrators; and (5) \$18,750 to the Labor and
17 Workforce Development Agency (“LWDA”) for its share of civil penalties pursuant to the Private
18 Attorneys General Act (“PAGA”).

19 The Settlement Administrator is directed to calculate Settlement Class Members’
20 Individual Settlement Payments from the Net Settlement Fund and shall distribute Individual
21 Settlement Payment checks in accordance with the terms of the Settlement Agreement.

22 Settlement checks issued to Settlement Class Members shall remain negotiable for 180
23 calendar days from the date of issuance. Settlement checks that remain uncashed more than 180
24 calendar days after issuance shall be cancelled and the residual funds shall be tendered to the *cy*
25 *pres* beneficiary, Legal Aid at Work. The Court finds Legal Aid at Work is an appropriate *cy*
26 *pres* beneficiary pursuant to Code of Civil Procedure section 384(b).

27 The Settlement is not an admission by Defendant or any of Released Parties, nor is this
28 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant

1 or any Released Parties. Neither this Judgment, the Settlement, any document referred to in the
2 Settlement, nor any action taken to carry out the Settlement is, may be construed as, or deemed to
3 be evidence of, an admission or concession regarding the denials or defenses by Defendant or any
4 of the Released Parties. Notwithstanding these restrictions, any of the Released Parties may file
5 in the Action or in any other proceeding the Judgment, Settlement, or any other papers and
6 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
7 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
8 the Released Claims.

9 Pursuant to California Rules of Court, rule 3.769(h), this Court reserves exclusive and
10 continuing jurisdiction over this Action, the Class Representative, the Class Members, and
11 Defendant for the purposes of the enforcement of the terms of this Judgment, the interpretation,
12 implementation, and enforcement of the Settlement, and the enforcement of all orders entered in
13 connection with the Settlement.

14 The Settlement Administrator shall post a copy of this signed judgment for thirty (30)
15 calendar days on its website in compliance with California Rules of Court, rule 3.771(b) to
16 provide Notice to the Class Members of this Judgment ("Notice of Entry of Judgment").

17 This Judgment is intended to be a final disposition of the above-entitled action in its
18 entirety, and it is intended to be immediately appealable.

19 This document shall constitute a judgment for purposes of California Rules of Court, rule
20 3.769(h).

21 Plaintiff shall submit a copy of this Judgment to the LWDA within 10 days after entry
22 pursuant to Labor Code § 2699(s)(3).

23 IT IS SO ORDERED.

24
25 Dated: February 6, 2025

26 
27 Ethan P. Schulman
28 Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On February 6, 2025 , I electronically served:

JUDGMENT

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

FEB 06 2025

Brandon E. Riley, Court Executive Officer

By: _____

Edward J. Santos

Edward Santos, Deputy Clerk