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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

THOMAS HAVEN, BRETT OWENS, AND
DONAVON PATTERSON individuals, on
behalf of themselves and on behalf of all
persons similary situated,

Plaintiffs,

v.

CALIFORNIA VOCATIONS, INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 20CV01514

[PROPOSED] JUDGMENT

Date: March 1, 2023
Time: 9:00 a.m.

Judge: Hon. Stephen E. Benson
Dept.: 6

Trial Date: Not Set
Action Filed: August 3, 2020

1 Plaintiffs' motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Awards duly came on for hearing on March 1, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all non-exempt employees who are or previously were
10 employed by Defendant and performed work in California during the Class Period." The Class
11 Period is defined as the period between April 6, 2016, to May 5, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. Two Class Members requested exclusion from the settlement. The Class Members who
15 requested exclusion are Megan June Proulx and Gay Lorraine Privitt.

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

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

25 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
26 Member who has not validly opted out has released the "Released Class Claims" against the
27 Defendant as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
2 The Released Class Claims are defined as all class claims alleged in the operative complaint which
3 occurred during the Class Period.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
5 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
6 “Aggrieved Employee” has released the Defendant from the “Released PAGA Claims” for the
7 “PAGA Period” as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
10 employed by Defendant and performed work in California during the PAGA Period. The Released
11 PAGA Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiffs’
12 PAGA notices to the LWDA which occurred during the PAGA Period, and other than the named
13 Plaintiffs, expressly excluding all other claims, including claims for vested benefits, wrongful
14 termination, unemployment insurance, disability, social security, workers’ compensation, and
15 PAGA claims outside the PAGA Period. The PAGA Period means the period of August 3, 2019,
16 to May 5, 2022.

17 9. This Court hereby grants final approval and awards the following: (i) \$209,609.21
18 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One
19 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) and litigation expenses in
20 the amount of Fourteen Thousand, Six Hundred Nine Dollars and Twenty-One Cents
21 (\$14,609.21); (ii) the Class Representative Service Awards to Class Representatives, Thomas
22 Haven, Brett Owens, and Donovan Patterson, in the amount of Thirty Thousand Dollars and Zero
23 Cents (\$30,000.00), comprised of Ten Thousand Dollars (\$10,000) to each Class Representative in
24 exchange for a general release; (iii) settlement administration costs of Thirteen Thousand Dollars
25 (\$13,000) to ILYM Group, Inc. (“Settlement Administration Cost”); and (iv) Twenty-Two
26 Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA Settlement) to
27 the Labor and Workforce Development Agency (“LWDA Payment”).
28

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____, 2023

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10 _____
11 Hon. Stephen E. Benson
12 Judge, Superior Court for the State of California,
13 County of Butte
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