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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE

WILLIAM COLEMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PROENERGY CRAFTS, INC., a Missouri
corporation; EVAPTECH, INC., a Maryland
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CV423136

[Assigned for all purposes to the Hon. Michael
S. Lunas, Dept. 1]

[PROPOSED] FINAL JUDGMENT

Date: February 24, 2025
Time: 9:00 a.m.
Dept.: 1

1 This matter came on regularly for hearing before this Court on February 24, 2025,
2 pursuant to California Rule of Court 3.769 and this Court’s September 26, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
4 considered the parties’ Stipulation of Class Action and PAGA Settlement (herein “Settlement”)¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All persons who worked for EvapTech through ProEnergy Crafts, Inc.
11 and/or American Professional Staffing Solutions, LLC as non-exempt,
12 hourly paid employees in California at any time during the Class Period.

13 2. For purposes of this Settlement Agreement, the “Class Period” shall be the period
14 from September 16, 2018 through September 26, 2024.

15 3. For purposes of this Settlement, Aggrieved Employees are all persons who
16 worked for EvapTech through ProEnergy Crafts, Inc. and/or American Professional Staffing
17 Solutions, LLC as non-exempt, hourly paid employees in California at any time during the
18 PAGA Period. The PAGA Period shall be the period from September 16, 2021 through
19 September 26, 2024.

20 4. Plaintiff William Coleman is hereby confirmed as Class Representative, and Scott
21 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
22 APC are hereby confirmed as Class Counsel.

23 5. Notice was provided to the Settlement Class as set forth in the Settlement. The
24 form and manner of notice were approved by the Court on September 26, 2024, and the notice
25 process has been completed in conformity with the Court’s Order. The Court finds that said
26 notice was the best notice practicable under the circumstances. The Notice Packet (which

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 consists of the Court Approved Notice of Class Action Settlement and Hearing Date for Final
2 Court Approval) provided due and adequate notice of the proceedings and matters set forth
3 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
4 of California Code of Civil Procedure § 1781(e), California Rules of Court 3.769 and 3.766(d)
5 and (e), and due process.

6 6. The Court finds that no Settlement Class member objected to the Settlement, no
7 class members have opted out of the Settlement, and that the 100% participation rate in the
8 Settlement supports final approval.

9 7. The Court hereby approves the settlement as set forth in the Settlement
10 Agreement, including the Gross Settlement Amount and the requested deductions from the Gross
11 Settlement Amount, as fair, reasonable, and adequate, and directs the parties to effectuate the
12 Settlement Agreement according to its terms.

13 8. For purposes of settlement only, the Court finds that (a) the members of the
14 Settlement Class are ascertainable and so numerous that joinder of all members individually is
15 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
16 is a well-defined community of interest among members of the Settlement Class with respect to
17 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
18 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
19 adequately protected the interests of the Settlement Class members; (e) a class action is superior
20 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
21 are qualified to serve as counsel for the Class Representative and the Settlement Class.

22 9. The Court orders that Defendants deposit the Gross Settlement Amount of
23 \$380,000.00 with Phoenix Settlement Administrator, the Settlement Administrator, as provided
24 for in the Settlement. Specifically, Defendants shall fund the Gross Settlement Amount and the
25 corresponding amounts necessary to pay the payroll taxes on the Wage Portion of the Individual
26 Class Payments as determined by the Administrator within 30 calendar days of the Effective
27 Date. "Effective Date" means the date by when both of the following have occurred: (a) the
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1 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Members object to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members object to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment is filed,
6 the day after the appellate court affirms the Judgment and issues a remittitur.

7 10. The Court finds that the settlement payments, as provided for in the Settlement,
8 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
9 individual payments in conformity with the terms of the Settlement.

10 11. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
11 William Coleman is appropriate for his risks undertaken and service to the Settlement Class.
12 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
13 Administrator make this payment from the Gross Settlement Amount and in conformity with the
14 terms of the Settlement.

15 12. The Court finds that attorneys' fees in the amount of \$126,666.66 and litigation
16 costs of \$22,907.79 for Class Counsel, are fair, reasonable, and adequate, and orders that the
17 Settlement Administrator distribute these payments to Class Counsel from the Gross Settlement
18 Amount and in conformity with the terms of the Settlement.

19 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
20 the Gross Settlement Amount for all of its work done and to be done until the completion of this
21 matter, and finds that sum appropriate.

22 14. The Court finds that the \$20,000 allocated to PAGA penalties and the payments
23 to the California Labor & Workforce Development Agency ("LWDA") in the amount of
24 \$15,000.00 (75%) and to the Aggrieved Employees in the amount of \$5,000.00 (25%) for their
25 respective shares of the settlement of Plaintiff's representative action under the California Labor
26 Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
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1 Settlement Administrator to distribute these payment to the LWDA and Aggrieved Employees
2 from the Gross Settlement Amount and in conformity with the terms of the Settlement.

3 15. For purposes of calculating applicable taxes and withholdings, each class
4 Settlement Award shall be allocated as follows: 20% as wages; and 80% as penalties and interest.
5 Each payment to Aggrieved Employees shall be allocated as 100% penalties.

6 16. The Court finds and determines that as of the Effective Date, Plaintiff, all
7 Participating Class Members, and all Aggrieved Employees will be bound by the Settlement,
8 will have released the Released Class Claims and Released PAGA Claims as set forth in the
9 Settlement, and will be permanently barred from prosecuting against Defendants any of the
10 Released Class Claims and Released PAGA Claims pursuant to the Settlement.

11 17. As of the Effective Date, all Participating Class Members, on behalf of
12 themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors and assigns and estates, shall release Defendants and Released Parties
14 (Defendants together with their present and former parents, subsidiaries, affiliated and related
15 entities, commonly owned or controlled entities, present and former owners, board members,
16 officers, directors, trustees, shareholders, members, partners, employees, agents, insurers,
17 attorneys, representatives, heirs, executors, administrators, successors and assigns, and any
18 individual or entity to whom liability for claims released by Plaintiff, or the Released Class
19 Claims and Released PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a
20 joint-employer, alter-ego, or other vicarious liability theory including American Professional
21 Staffing Solutions, LLC.) of all claims, rights, demands, liabilities, and causes of action that
22 Plaintiff alleged, or could have alleged, based on the facts pled in the Operative Complaint, and
23 which arose or existed during the Class Period, including claims for violation of the California
24 Labor Code or any other State or Federal law, including any statute, regulation, or ordinance
25 imposing liability and/or obligations that could be brought based on the allegations in the
26 Operative Complaint (“Released Class Claims”). Without limiting the foregoing, Released Class
27 Claims shall include:

1 i) All claims relating to unpaid wages (including claims for failure to pay
2 minimum wages, straight time wages, overtime and double-time
3 compensation); all claims related to the timeliness of wage payments
4 (whether regular or final wages); all claims relating to the failure to
5 provide compliant meal, rest, and recovery periods; all claims relating
6 to the failure to pay premiums for violations of meal, rest, and recovery
7 period laws (including the failure to make premium payments at all, or
8 failure to make premium payments at the correct rate of pay); all claims
9 relating to the provision of wage statements; all claims relating to the
10 failure to maintain accurate employment records; all claims relating to
11 the deduction of wages; and all claims relating to unfair business
12 practices resulting from any of the foregoing.

13 ii) All claims arising under California Labor Code §§201, 202, 203, 204,
14 208, 210, 218.5, 218.6, 221, 225.5, 226, 226.2, 226.3, 226.7, 510, 512,
15 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699;
16 8 C.C.R. §11010, Sections 3, 4, 7, 11, 12, and 20; 8 C.C.R. §11030,
17 Sections 3, 4, 7, 11, 12, and 20; 8 C.C.R. §11080, Sections 3, 4, 7, 11,
18 12, and 20; 8 C.C.R. §11130, Sections 3, 4, 7, 11, 12, and 20; 11140,
19 Sections 3, 4, 7, 11, 12, 18; 8 C.C.R. §3395; California Business and
20 Professions Code §§17200-17208; California Civil Code §§3287, 3288,
21 and 3289; California Code of Civil Procedure §1021.5; and related
22 claims under the applicable provisions of the Fair Labor Standards Act
23 (29 U.S.C. §§201, et seq.).

24 iii) All remedies associated with any of the claims described herein,
25 including but not limited to compensatory, consequential, incidental,
26 liquidated, and punitive damages; penalties (whether statutory or civil);
27 restitution; interest; costs; attorneys' fees; injunctive or other equitable
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1 relief.

2 iv) Notwithstanding the above, the Released Class Claims do not release
3 any claims for vested benefits, wrongful termination, violation of the
4 Fair Employment and Housing Act, unemployment insurance,
5 disability, social security, workers' compensation, or claims based on
6 facts occurring outside the Class Period.

7 18. As of the Effective Date, all Aggrieved Employees, on behalf of themselves and
8 their respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors and assigns and estates, shall release Defendants and Released Parties of all claims that
10 are assertable under PAGA and that Plaintiff alleged, or could have alleged, based on the facts
11 pled in the Operative Complaint or Plaintiff's PAGA Notices, and which arose or existed during
12 the PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released PAGA
13 Claims shall include:

14 i. All claims for civil penalties recoverable under PAGA relating to unpaid
15 wages (including claims for failure to pay minimum wages, straight
16 time wages, overtime and double-time compensation); all claims for
17 civil penalties recoverable under PAGA related to the timeliness of
18 wage payments (whether regular or final wages); all claims for civil
19 penalties recoverable under PAGA relating to the failure to provide
20 compliant meal, rest, and recovery periods; all claims for civil penalties
21 recoverable under PAGA relating to the failure to pay premiums for
22 violations of meal, rest, and recovery period laws (including the failure
23 to make premium payments at all, or failure to make premium payments
24 at the correct rate of pay); all claims for civil penalties recoverable under
25 PAGA relating to the provision of wage statements; all claims for civil
26 penalties recoverable under PAGA relating to the failure to maintain
27 accurate employment records; and all claims for civil penalties
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recoverable under PAGA relating to the deduction of wages.

- ii. All claims for civil penalties under California Labor Code §§203, 210, 225.5, 226, 226.3, 248.5, 558, 1174.5, 1197.1, 8 C.C.R. §11030, Section 20; 8 C.C.R. §11080, Section 20; 8 C.C.R. §11130, Section 20; 11140, Section 18; and other default civil penalties for the Released PAGA Claims available under California Labor Code §2699.

19. Plaintiff, on behalf of himself and on behalf of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to release and discharge Defendants and Released Parties from all known and unknown claims of whatever type that Plaintiff has or may have against Defendants and Released Parties through the date of Plaintiff's execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law, including claims for unemployment and workers' compensation benefits ("Plaintiff's General Release"). Nothing set forth under this Agreement will be construed to exclude the filing of an administrative charge or complaint with the EEOC or NLRB, or participation in an administrative investigation or proceeding, although, to the maximum extent permitted by law, Plaintiff waives any right to monetary relief related to such a charge or complaint.

20. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true, which could materially affect his decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that his General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes his rights under California Civil Code §1542 with respect to his General Release, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the

release, and that if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

21. The releases described in this Agreement shall take effect upon the Effective Date. Therefore, Defendants and Released Parties shall have the right to enforce the releases contained in this Agreement against Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA as of the Effective Date, prior to funding the Gross Settlement Amount and employer's payroll taxes and prior to distribution of Individual Settlement Payments, Individual PAGA Payments, and the LWDA PAGA Payment. The releases described in this Agreement may be invalidated after the Effective Date as to any Defendant who fails to fund their share of the Gross Settlement Amount and their share of the employer's payroll taxes by the deadlines set forth in Section 4.1.3 of the Settlement Agreement. The releases in the Agreement may not be invalidated as to any Defendant who fully funds their share of the Gross Settlement Amount and their share of the employer's payroll taxes. The statute of limitations on any Released Claims shall be tolled between the Effective Date and the date of Defendants' funding of the Gross Settlement Amount and any employer payroll taxes owed on the Wage Portions of the Individual Class Payments.

22. Pursuant to California Rule of Court 3.769(h), the Court hereby enters judgment based on the terms set forth above in the Settlement Agreement and in accordance with this Court's Order Granting Final Approval in favor of Plaintiff and Class Representative William Coleman and against Defendants in the amount of \$380,000, which is to be distributed as set forth in the Order Granting Final Approval and this Judgment.

23. Plaintiff, Participating Class Members, and Aggrieved Employees shall take nothing from the Defendants and Released Parties except as set forth in the Settlement Agreement, Order Granting Final Approval, and this Judgment.

24. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a

1 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
2 judgment. The court may not enter an order dismissing the action at the same time as, or after,
3 entry of judgment.”

4 25. Pursuant to California Rule of Court 3.771(b), a copy of this final Judgment shall
5 be posted on the Settlement Administrator’s website.

6 26. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
7 Order, and this Judgment.

8 **JUDGMENT IS SO ENTERED.**

9
10 Dated: _____, 2025

Honorable Michael S. Lunas
Judge of the Superior Court