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17 Attorneys for Plaintiffs, KUANETTA VICTORIA TODD

18 and FLOUZEL PANINGBATAN, on behalf of themselves

19 and all others similarly situated and aggrieved

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **FOR THE COUNTY OF SAN FRANCISCO**

22 KUANETTA VICTORIA TODD, an
23 individual and on behalf of all others similarly
24 situated,

25 Plaintiff,

26 v.

27 MOTIVATE, LLC, a California limited
28 liability company; and DOES 1 through 100,
inclusive,

Defendants.

8620315 30 Col 1
FILED
San Francisco County Superior Court

MAY 13 2024

CLERK OF THE COURT

BY: Will [Signature]
Deputy Clerk

CASE NO.: CGC-23-605052

[Related with Case No. 4:20-cv-04865-YGR]

[Assigned to the Hon. Anne-Christine Massullo
in Dept. 610]

[PROPOSED] JUDGMENT

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JUDGMENT

Pursuant to the Order Granting Final Approval of the Class and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final Approval") and the parties' Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement" or "Settlement Agreement"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Settlement Class" ("Settlement Class Members" or "Class Members") is comprised of all current and former non-exempt, hourly-paid employees who worked in California for Motivate, LLC ("Defendant"), whether directly employed by Defendant or placed there by BlueCrew, Inc. ("BlueCrew"), at any time during the period from March 8, 2019 through August 7, 2023 ("Class Period").

3. "Aggrieved Employees" means Class Members working for Defendant during the period from April 5, 2019 through August 7, 2023, as non-exempt, hourly-paid employees.

4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement; thus, all Class Members are Participating Class Members.

5. Defendant shall fund the settlement through three separate payments spread out over time, as described below. Defendant shall make payment of the Gross Settlement Amount to the Settlement Administrator as follows: (1) forty percent (40%) of the Gross Settlement Amount (\$600,000) and related Employer Taxes on the wages portion of this amount to be paid within ten (10) days of Final Approval Date; (2) thirty percent (30%) of the Gross Settlement Amount (\$450,000) and related Employer Taxes to be paid within six (6) months of the Final Approval Date; and (3) the remaining thirty percent (30%) of the Gross Settlement Amount (\$450,000) and related Employer Taxes to be paid within twelve (12) months of the Final Approval Date, to be paid to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for

1 distribution in accordance with the Agreement and the Court's Orders and subject to the conditions
2 described therein.

3 6. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiffs,
4 the Labor and Workforce Development Agency ("LWDA"), Participating Class Members, and
5 Aggrieved Employees pursuant to the Order Granting Final Approval.

6 7. Individual Settlement Payment and Individual PAGA Payment checks shall remain
7 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
8 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments
9 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or
10 abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The
11 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,
12 shall be transmitted to Legal Aid at Work, the *cy pres* recipient, for use in San Francisco County.

13 8. Upon the entry of an Order granting Final Approval of the Settlement, Plaintiffs and
14 all Participating Class Members release Defendant and the Released Parties from all claims asserted
15 in the Operative Complaint, and all claims that could have been asserted against Defendant or the
16 Released Parties based on the factual allegations in the Operative Complaint. For the duration of the
17 Class Period, the release includes all claims for: (1) failure to pay overtime wages; (2) failure to pay
18 minimum wages; (3) failure to pay all wages due upon termination or resignation; (4) failure to
19 provide accurate and itemized wage statements; (5) failure to timely pay wages during employment;
20 (6) failure to indemnify for work-related business expenses; (7) failure to pay unused paid vacation
21 time; (8) failure to keep accurate time records, payroll records, or sick leave records; (9) failure to
22 pay employees sick leave or the proper amount of sick leave, or failure to pay sick leave at the
23 proper rate; (10) failure to provide meal or rest breaks; (11) failure to pay meal or rest break
24 premiums or failure to pay meal or rest break premiums at the proper rate; (12) failure to provide
25 compliant Wage Theft Notices; and (13) unfair competition under California Business &
26 Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the
27 Operative Complaint (the "Class Released Claims").

1 9. Upon entry of an Order granting final approval of the Settlement, all Aggrieved
2 Employees shall release Defendant and the Released Parties, for the duration of the PAGA Period,
3 from all PAGA claims asserted in the Paningbatan and Todd PAGA Notices and Operative
4 Complaint, and all claims that could have been asserted based on the factual allegations in the PAGA
5 Notices and the Operative Complaint, including, pursuant to Labor Code sections 210, 226.3, 558,
6 1174.5, 1197.1 and 2699, alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203,
7 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 510, 512, 558, 1102.5, 1174,
8 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others (the “PAGA
9 Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to
10 herein as the “Released Claims.”

11 10. The “Released Parties” shall include: Defendant and each of its past, present, and future
12 subsidiaries, dba’s, affiliates, parents, joint venturers, insurers and reinsurers, and company-
13 sponsored employee benefit plans of any nature, and their successors and predecessors in interest,
14 including all of their respective officers, directors, shareholders, employees, agents, principals,
15 heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries,
16 trustees and agents.

17 11. This document shall constitute a Judgment for purposes of California Rules of Court,
18 Rule 3.769(h).

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20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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22 Dated: 5/13/24, 2024

lee
Judge of the Superior Court