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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

MARICHU JEFFRIES, on behalf of
herself and all others similarly situated, and
on behalf of the general public,

Plaintiffs,

v.

THE MEADOWS AT COUNTRY PLACE,
LLC; and DOES 1-100,

Defendants.

Case No. 23CV003530

[PROPOSED] JUDGMENT

Date: January 17, 2025
Time: 9:00 a.m.
Dept.: 22

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Court, having granted final approval of the Class Action and PAGA Settlement
3 Agreement and Class Notice (the “Agreement” or “Settlement Agreement”), as set forth in the
4 Court’s January 17, 2025, Order Granting Plaintiff Marichu Jeffries’ Motion for Final Approval
5 of Class and PAGA Action Settlement (the “Final Approval Order”),

6 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute
7 a Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h),
8 and 8.104 California Rules of Court. Judgment in this matter is entered in accordance with the
9 findings made in the Final Approval Order and the Settlement Agreement, which are incorporated
10 herein by this reference as though set forth in full. Unless otherwise provided herein, all capitalized
11 terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court
12 further directs as follows:

- 13 1. Unless otherwise defined differently in this Order, all capitalized terms used in
14 this Order have the same meaning as they are specifically defined in the Settlement
15 Agreement.
- 16 2. Plaintiff/Class Representative and all Class Members shall take nothing from
17 Defendant except as expressly set forth in the Settlement Agreement filed on July
18 1, 2024, in conjunction with Plaintiff’s Motion for Preliminary Approval of the
19 Class Action Settlement.
- 20 3. Within fifteen (15) business days of the Effective Final Settlement Date¹,
21 Defendant The Meadows at Country Place, LLC (“Defendant”) is ordered to
22 deliver to the Settlement Administrator the Gross Settlement Amount of \$180,000,
23 plus the applicable Employer Taxes, which shall be deposited by the Settlement
24 Administrator into the account established by the Settlement Administrator for
25 administration of the Settlement Agreement.

26
27 ¹ The effective date of this Settlement will be when the final approval of the settlement can no
28 longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the
court grants final approval of the settlement, the date the court enters judgment granting final
approval of the settlement.

4. Within ten (10) business days after receiving the Gross Settlement Amount, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.
5. Attorneys' fees in the amount of \$60,000 are to be paid to Mara Law Firm, PC ("Class Counsel") from the Gross Settlement Amount for the work done and to be done until the completion of this matter.
6. Attorneys' litigation costs in the amount of \$26,444.64 are to be paid to Class Counsel from the Gross Settlement Amount for actual and necessary costs incurred.
7. The Settlement Administrator, Apex Class Action LLC, shall issue itself a payment of \$5,000, from the Gross Settlement Amount for its work done and to be done until the completion of its administration of the Settlement Agreement.
8. Plaintiff is hereby approved as the Class Representative and shall receive an Enhancement Payment in the sum of \$2,500.
9. The employer-side payroll taxes associated with the portion of the settlement attributed to wages shall be paid by Defendant separate and apart from the Gross Settlement Amount.
10. The remaining Net Settlement Amount of \$84,055.36 shall be distributed by the Settlement Administrator to the Participating Class Members in the manner specified in the Settlement Agreement.
11. This Judgment is final and binding on Participating Class Members.
12. By operation of this Judgment, Participating Class Members on behalf of

1 themselves and their respective former and present representatives, agents,
2 attorneys, heirs, administrators, successors and assigns, release the Released
3 Parties from all claims that were asserted in the Action, or that arise from or could
4 have been asserted based on any of the facts, circumstances, transactions, events,
5 occurrences, acts, disclosures, statements, omissions or failures to act alleged in
6 Plaintiff's Complaint, regardless of whether such claims arise under federal, state
7 and/or local law, statute, ordinance, regulation, common law, or other source of
8 law, during the Class Period. This release specifically includes, but are not limited
9 to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2,
10 1197, and the related IWC Wage Orders and Business & Professions Code §§
11 17200, et seq., and include claims based on alleged violations of these Labor Code
12 and Wage Order provisions) and all other claims, such as those under the
13 California Labor Code, Wage Orders, regulations, and/or other provisions of law,
14 that could have been pleaded based on the facts asserted in the Action, including:
15 (1) failure to pay all straight time wages; (2) failure to pay overtime; (3) failure to
16 provide meal periods; (4) failure to provide rest breaks; (5) failure to provide
17 accurate itemized wage statements; (6) failure to timely pay employees upon
18 separation or discharge; (7) all related violations of California's unfair competition
19 law; and (8) interest, fees, and costs ("Released Class Claims"). The enumeration
20 of these specific statutes shall neither enlarge or narrow the scope of res judicata
21 based on the claims that were asserted in the Action or could have been asserted
22 in the Action based on the facts and circumstances alleged in any Complaint on
23 file in the Action. The release as to these claims will be deemed effective when
24 Defendant funds the settlement.

25 13. This Judgment is final and binding on Aggrieved Employees.

26 14. By operation of this Judgment, Plaintiff, or such other designee who has properly
27 exhausted administrative requirements, acting in the capacity of a representative
28 of the State of California, and on behalf of the group of Aggrieved Employees,

1 shall release any and all claims for civil penalties that could have been asserted by
2 the Labor Commissioner against Defendant under the PAGA during the PAGA
3 Period, Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on
4 claims made or that could have been made based on the facts and circumstances
5 alleged in the Complaint and Plaintiff's notice to the LWDA, including Labor
6 Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2,
7 1197, and the related IWC Wage Orders. The release as to these claims will be
8 deemed effective when Defendant funds the settlement.

9 15. The Court hereby approves and orders that the checks for individual settlement
10 payments mailed to Participating Class Members will remain negotiable for 180
11 days. If an envelope mailed to a Settlement Class Member is returned with no
12 forwarding address or the checks are not cashed within 180 days of mailing, then
13 the funds represented by checks returned as undeliverable and those checks
14 remaining un-cashed for more than 180 days after issuance will be sent to the *cy*
15 *pres* recipient, Legal Aid at Work.

16 16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order
17 and Judgment on the settlement website.

18 17. The Court sets a Settlement Compliance Hearing for November 7, 2025 at 10:30
19 a.m. in Department 22. This is to confirm that distribution efforts are fully
20 completed, including the distribution of uncashed Participating Class Member
21 checks to the *cy pres* recipient, Legal Aid at Work, that the Administrator's work
22 is complete, and that the Court's file thus may be closed. All supporting papers
23 must be filed at least 15 days before the Settlement Compliance Hearing.

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18. The Court, pursuant to California Rule of Court 3.769(h), retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this Judgment.

IT IS SO ORDERED.

Dated: _____, 2025

By _____
Honorable Lauri A. Damrell
Sacramento Superior Court Judge