

MAR 13 2026

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SAN MATEO COUNTY

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN MATEO**

10 MARCO UYU CHAMALE, an individual, on
11 behalf of the State of California,

12 Plaintiff,

13 v.

14 TIMBER & SALT LLC, a California limited
15 liability company; and DOES 1 through 10,
16 inclusive,

17 Defendants.

Case No.: 23-CIV-04722

MICHAEL MAU

[Hon. Jeffrey R. Finigan]

~~[PROPOSED]~~ JUDGMENT

1 **PROPOSED JUDGMENT**

2 The Court issued an order granting final approval of the class and representative action
3 Settlement ("Final Approval Order") entered into between Plaintiff Marco Uyu Chamale
4 ("Plaintiff") and Defendant Timber & Salt LLC ("Defendant") (collectively, "the Parties").

5 In the Final Approval Order, the Court certified the following the Class:

6 All persons employed by Defendant in California and classified as non-exempt
7 employees who worked for Defendant during the Class Period (September 11, 2020
through November 10, 2024).¹

8 **Released Claims by Plaintiff.** Plaintiff's released claims against Defendant and Released
9 Parties include a general release of all claims, including a waiver of Section 1542 of the California
10 Civil Code. Settlement Agreement ¶ III.6(d).

11 **Released Claims by Class Members.**

12 Class Members who do not timely exclude themselves from the Settlement shall be
13 deemed to have released against Released Parties during the Class Period the following:

14 All claims that were raised or reasonably could have been raised based on the facts alleged
15 in the First Amended Complaint that arose during the Class Period, including but not
16 limited to: failure to provide compliant meal periods and rest breaks; failure to pay
17 minimum wage and regular rate wages; failure to pay timely wages at termination; failure
18 to pay timely wages during employment; failure to provide accurate itemized wage
19 statements; failure to maintain required records; including but not limited to alleged
20 violations of California Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 210,
21 218, 218.5, 218.6, 226, 226.3, 558, 1194, 1194.2, 1197, et seq., 1198, 1199 and applicable
22 IWC Wage Orders, and California Code of Regulations, Title 8, section 11000, et seq.; any
claims for injunctive relief, declaratory relief, restitution, alleged or which were raised or
reasonably could have been raised based on the facts in the First Amended Complaint; any
and all other claims under California common law, the federal law, and the California
Business and Professions Code that were raised or reasonably could have been raised
based on the facts alleged in the First Amended Complaint and based on the alleged Labor
Code violations; and all claims for attorneys' fees, attorneys' costs and costs of
administering the settlement.

23 Addendum to Settlement Agreement. ¶ I.

24 **Released Claims by PAGA Members.** All PAGA Members shall be deemed to have
25 released against Defendant and Released Parties the following:

26
27 ¹ Only one class member, L. Thoman, submitted a request for exclusion. Declaration of Jonathan
28 Paul ¶ 7.

1 All claims for PAGA penalties that were alleged, or reasonably could have been alleged,
2 based on the facts set forth in the Operative Complaint that arose during the PAGA Period
3 (August 6, 2022 through November 10, 2024. The PAGA Members shall release their
4 PAGA claims, to the extent they have any interest, in their entirety and may not opt out of
5 the PAGA release.

6 Settlement Agreement ¶¶ I.31, I.38, III.6(c).

7 Judgment in this matter is entered in accordance with the terms of the Settlement
8 Agreement and Final Approval Order. This document shall constitute a Judgment for purposes of
9 California Rule of Court 3.769(h). This Judgment is intended to be a final disposition of the above
10 captioned action in its entirety, and it is intended to be immediately appealable.

11 This Court shall retain jurisdiction with respect to all matters related to the administration
12 and consummation of the Settlement, to enforce the terms of the judgment, and any and all claims,
13 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited
14 to all matters related to the Settlement and the determination of all controversies relating thereto.

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

16
17 DATED: **MAR 13 2026**



Honorable ~~Jeffrey R. Finigan~~
Judge of the Superior Court
MICHAEL L. MAU