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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

MARK DUTILLIEUL, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

METHODOLOGY, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. C22-00759

[PROPOSED] JUDGMENT

Date: November 14, 2024

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat
Dept.: 12

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class Action
2 and PAGA Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Awards duly came on for hearing on November 14, 2024, 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 therefore,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all current and former non-exempt employees of Methodology who worked
10 for Methodology within the state of California at any time during the Class Period." The Class
11 Period is defined as the period from April 19, 2018 through August 16, 2023.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

23 5. Upon the final approval by the Court of this Settlement and Defendant's payment of
24 all sums due pursuant to this Settlement, each Class Member who has not validly opted out has
25 released the "Released Class Claims" against the Released Parties as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims stated in the operative complaint, or that
28 could have been stated based on the facts alleged in the operative complaint, implicitly or explicitly,

1 including but not limited to state wage-and-hour claims (including all claims under California Labor
2 Code) for unpaid minimum and overtime wages, meal and rest period violations, untimely payment
3 of wages, wage statement violations, recordkeeping violations, unreimbursed business expenses,
4 interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the
5 related provisions of the Labor Code including but not limited to Labor Code § § 201-203, 204, 210,
6 218.6, 226, 226.3, 226. 7, 246, 510, 512, 117 4, 1194, 1197, 1198, 1197 .1, 2800, 2802, derivative
7 claims under California Business & Professions Code §§ 17200, et seq., and all claims under the
8 governing Wage Orders.

9 7. Upon the final approval by the Court of this Settlement and Defendant's payment of
10 all sums due pursuant to the Parties' Settlement, the Plaintiff and each "PAGA Employee" has
11 released the Released Parties from the "Released PAGA Claims" for the "PAGA Period" as set forth
12 in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
14 The PAGA Employees are defined as all Class Members that worked for Defendant during the
15 PAGA Period. The PAGA Period means the period of May 16, 2022 through August 16, 2023. The
16 Released PAGA Claims are defined as all claims for civil penalties under PAGA that have been
17 pleaded or could have been pleaded, based upon the factual allegations and issues set forth in the
18 Notice to the LWDA and alleged in Plaintiffs First Amended Complaint, including civil penalties
19 under PAGA, fees, and all other claims under PAGA based on allegations made or which could
20 have been made in the Action based on the facts and allegations pleaded in Plaintiff's Notice to the
21 LWDA and the Complaint, including claims for PAGA penalties arising from allegations of unpaid
22 minimum and overtime wages, failure to provide meal periods, failure to authorize rest periods,
23 failure to provide accurate wage statements, failure to timely pay wages during employment, failure
24 to timely pay final wages, failure to keep records, and failure to indemnify necessary business
25 expenditures. PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice(s)
26 submitted to the LWDA which occurred during the PAGA Period, and expressly excluding all other
27 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
28 disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

1 9. This Court hereby grants final approval and awards the following: (i) Ninety-One
2 Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$91,666.66) for the Class
3 Counsel Award comprised of one-third of the Gross Settlement Amount, or Sixty-Six Thousand,
4 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$66,666.66) and litigation expenses in the
5 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (ii) the Class
6 Representative Service Award to Class Representative Mark Dutilleul in the amount of Ten
7 Thousand Dollars and Zero Cents (\$10,000.00); (iii) settlement administration costs of up to Nine
8 Thousand, Six Hundred and Fifty Dollars and Zero Cents (\$9,650.00) to APEX Group, Inc.
9 (“Settlement Administration Costs”); and (iv) Fifteen Thousand Dollars and Zero Cents
10 (\$15,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency
11 (“LWDA Payment”).

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

15 11. A compliance hearing is set for _____, at _____.

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
17 **ORDERED.**

18
19
20 DATED: _____, 2024

21
22 _____
23 Hon. Charles S. Treat
24 Judge, Superior Court for the State of California,
25 County of Contra Costa
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