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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NEVADA

TIFFANY BRITTON and KAYJHONNIE
SMITH, individually, and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

vs.

MOUNTAIN VALLEY CHILD AND
FAMILY SERVICES, INC., a California
Corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No. CU0000023

[PROPOSED] JUDGMENT

Date: January 19, 2024

Time: 10:00 a.m.

Judge: Hon. S. Robert Tice-Raskin

Dept.: 6

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Attorneys’ Fees,
3 Attorneys’ Expenses, and Service Awards duly came on for hearing on January 19, 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 California employees who worked at
10 Defendant at any time during the Class Period.” The Class Period is defined as the period from
11 April 19, 2018 and June 18, 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 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. As of the date the Defendant funds the Gross Settlement Amount in full, each Class
24 Member who has not validly opted out has released the “Released Class Claims” against the
25 Defendant 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 alleged in the operative complaint (Case
28 number CU0000023), including the First Amended Complaint (which includes PAGA claims), or

1 which could have been alleged in the operative complaint based on the facts alleged, which occurred
2 during the Class Period, and expressly excluding all other claims, including claims for vested
3 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, PAGA claims (which are separately released), and class claims outside of the Class
5 Period.

6 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
7 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
8 Class Member" has released the Defendant from the "Released PAGA Claims" for the "PAGA
9 Period" as set forth in the Agreement.

10 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
11 The PAGA Class Members are defined as all current and former non-exempt California employees
12 who worked at Defendant at any time during the PAGA Period. The Released PAGA Claims are
13 defined as all PAGA claims alleged in the First Amended Complaint and Plaintiff's March 20, 2023
14 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all
15 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
16 disability, social security, workers' compensation and PAGA claims outside the PAGA Period. The
17 PAGA Period means the period of March 20, 2022 to June 18, 2023.

18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 Forty-Five Thousand Five Dollars and Eighteen Cents (145,005.18) for Attorneys' Fees and
20 Attorneys' Expenses comprised of one-third of the Gross Settlement Amount, or One Hundred
21 Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33)
22 and litigation expenses in the amount of Eleven Thousand Six Hundred Seventy-One Dollars and
23 Eighty-Five Cents (\$11,671.85); (ii) the Service Awards to Class Representatives Tiffany Britton
24 and Kayjhonnie Smith in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each;
25 (iii) claims administration expenses of Eight Thousand Five Hundred Dollars (\$8,500.00) to Apex
26 Class Action LLC ("Claims Administration Expenses"); and (iv) Fifteen Thousand Dollars and Zero
27 Cents (\$15,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
28 ("LWDA Payment").

1 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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8 DATED: _____, 2024
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10 _____
11 Hon. S. Robert Tice-Raskin
12 Judge, Superior Court for the State of California,
13 County of Nevada
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