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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BRITNEY CLARKE and DOMINIQUE
BOWIE, individuals, and on behalf of other
members of the general public similarly situated;

Plaintiffs,
vs.

ST ANNES MATERNITY HOME, an unknown
business entity; ST. ANNE’S MATERNITY
HOME, an unknown business entity; ST.
ANNE’S FOUNDATION, a California
corporation; ST. ANNE’S FAMILY
SERVICES, a California corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No. 22STCV14674

[PROPOSED] JUDGMENT

Date: November 14, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

FILED
Superior Court of California
County of Los Angeles
11/14/2024

David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

1 Plaintiffs’ motion for an order finally approving the Amended Class Action and PAGA
2 Settlement Agreement and Class Notice, fully executed on or about February 12, 2024, (the
3 “Agreement”) and Motion for Class Counsel Attorneys’ Fees and Litigation Expenses Payment and
4 Class Representative Award duly came on for hearing on November 14, 2024, before the above-
5 entitled Court. The parties having settled this action and the Court having entered an Order Granting
6 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
7 therefor,

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

9 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
10 The Class is defined as all current and former non-exempt California employees who worked for
11 Defendants St. Anne’s Foundation and St. Anne’s Family Services f/k/a St. Anne’s Maternity Home
12 at any time during the period between May 3, 2018 and September 16, 2023 (“Class Period”).

13 2. The “Settlement Class” is defined as persons who meet the foregoing definition,
14 except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. There
15 are 899 Class Members who worked for Defendants during the Class Period. There are zero opt-
16 outs and zero objections to the Settlement.

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

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

26 5. Upon entry of final judgment and funding of the Gross Settlement Amount, each
27 member of the Settlement Class releases the “Released Class Claims” against the Defendants and
28 all of the “Released Parties,” as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The Released Class Claims are defined as all claims that reasonably could
3 have been raised based on the factual allegations made in the operative Complaint, and through the
4 Class Period. This includes but is not limited to: (1) all claims for alleged failure to pay straight
5 time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to
6 pay other wages of any kind during employment either under the California Labor Code, the FLSA,
7 or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to
8 provide rest periods or pay rest period premiums; (4) failure to pay minimum wages; (5) failure to
9 pay final wages due at separation; (6) failure to pay final wages due during employment; (7) failure
10 to provide accurate and itemized wage statements; (8) failure to keep requisite payroll records; (9)
11 failure to indemnify or reimburse for expenditures or business expenses (10) claims brought under
12 Business & Professions Code section 17200 et seq. including but not limited to, all claims for unfair,
13 unlawful and harmful conduct to class members, the general public and Defendants' competitors
14 and claims of unlawfully gaining an unfair advantage over other businesses arising from the Labor
15 Code violations released herein; (11) penalties of any nature arising out of or related to the claims
16 asserted in the respective Complaints filed in the Action, except for PAGA penalties, which are
17 separately released by the Aggrieved Employees below; (12) interest; (13) attorneys' fees and costs;
18 and (14) any other claims arising out of or related to the facts alleged in the respective Complaints
19 filed in the Action and expressly excluding all other claims, including claims for vested benefits,
20 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
21 and class claims outside of the Class Period.

22 (b) The "Released Parties" shall collectively mean Defendants and all of their
23 respective current and former partners, parents, subsidiaries, predecessors and successors, joint
24 employers, and their affiliated entities, and each of their respective owners, officers, directors,
25 managing agents, exempt-employees, partners, shareholders, and agents, and any other successors,
26 heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

27 7. Upon entry of final judgment and funding of the Gross Settlement Amount, the
28 Plaintiffs, the Labor and Workforce Development Agency ("LWDA"), the State of California, and

each “Aggrieved Employee” released the Released Parties from the “Released PAGA Claims” for the “PAGA Period,” as set forth in the Agreement.

8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

(a) means all persons who are employed or have been employed by Defendants in California as hourly-paid or non-exempt employees at any time during the PAGA Period of July 18, 2022 to September 16, 2023 (“PAGA Period”).

(b) The Released PAGA Claims are defined as all PAGA claims alleged in the operative complaint, any amended complaint and Plaintiff and/or Dominique Bowie’s PAGA notice to the LWDA which occurred during the PAGA Period, this includes but is not limited to PAGA penalties for alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198.

9. This Court hereby grants final approval and awards the following: (i) Four Hundred Nineteen Thousand Three Hundred Eighty-Three Dollars and Thirty-One Cents (\$419,383.31) to Class Counsel, comprised of Class Counsel Attorneys’ Fees of, Three Hundred Ninety-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$398,333.33) and Litigation Expenses in the amount of Twenty One Thousand Forty-Nine Dollars and Ninety-Eight Cents (\$21,049.98); (ii) the Class Representative Service Payments to each Class Representative, Britney Clarke and Dominique Bowie, of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00); (iii) Settlement Administration Expenses of Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00) to Apex Class Action, LLC; (iv) Sixty Thousand Dollars and Zero Cents (\$60,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA PAGA Payment”); and (v) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (25% of the PAGA Payment) to the Aggrieved Employees.

10. The Net Settlement Amount available for distribution to Participating Class Members is estimated to be \$706,582.25 and is calculated by subtracting the requested attorneys’ fees (\$398,333.33), the amount for litigation costs and expenses (\$21,049.98), the Class Representative Service Payments (Totaling \$15,000.00), the Settlement Administration Costs

1 (\$11,500.00), and the PAGA Payment (\$60,000.00) from the Gross Settlement Amount
2 (\$1,217,465.56).

3 11. Plaintiffs shall give written notice of this Judgment to all interested parties, including
4 the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or
5 order pursuant to California Labor Code section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

8
9 DATED: 11/14/2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

10
11 Stuart M. Rice / Judge

12 Hon. Stuart M. Rice
13 Judge, Superior Court for the State of California,
14 County of Los Angeles
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