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Attorneys for Plaintiff DEANNA RICKETTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

DEANNA RICKETTS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MOUNTAIN SILVERADO, INC., a
California Corporation; DENNIS R.
ERICKSON, an individual; and DOES 1
through 50, Inclusive,

Defendants.

Case No.: 22CV00796

[PROPOSED] JUDGMENT

Date: February 20, 2025
Time: 9:30 a.m.

Judge: Hon. Karen L. Dixon
Dept.: 2

1 Plaintiff's 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 and
3 Costs and Service Award duly came on for hearing on February 20, 2025, before the above-
4 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 therefor,

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

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendant Mountain Silverado, Inc. and performed work in California during the period of
11 December 9, 2018 to February 29, 2024 (the "Class Period")."

12 2. All persons who meet the foregoing definition are Settlement Class Members,
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
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval 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
22 settlement benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

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

27 (a) The "Released Class Claims" are defined as all claims, rights, demands,
28 liabilities, and causes of action that were or could have reasonably been pleaded based upon,

1 arising from, or reasonably related to, the factual allegations set forth in the operative complaint in
2 the Action, all claims that were alleged, or reasonably could have been alleged, based on the facts
3 stated in the Operative Complaint that occurred during the Class Period, including, but not limited
4 to, any and all claims for: (a) failure to pay all regular wages, minimum wages, and overtime
5 wages due; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure to
6 provide rest periods or compensation in lieu thereof; (d) failure to reimburse necessary business
7 expenses; € failure to provide complete, accurate itemized wage statements; (f) failure to pay
8 wages timely at time of termination or resignation; and (g) unfair business practices that could
9 have been premised on the labor code violations alleged and released herein. Except as set forth
10 above, Participating Class Members do not release any other claims, including claims for vested
11 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, workers' compensation, or claims based on facts occurring
13 outside the Class Period.

14 (b) The "Released Parties" are defined as Defendants, including their officers,
15 directors, members, shareholders, partners, former and current employees, parents, related
16 companies, affiliated companies, agents, and heirs.

17 (c) "Defendants" are defined as Mountain Silverado, Inc. and Dennis R.
18 Erickson/

19 7. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and the
20 LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA
21 Period" as set forth in the Agreement.

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

23 (a) The "Released PAGA Claims" are defined as claims for PAGA penalties
24 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
25 Complaint and the notice that Plaintiff sent to the California Labor and Workforce Development
26 Agency and any amendments thereto ("LWDA") ("PAGA Notice"), that occurred during the
27 PAGA Period, including any and all claims for civil penalties for violations of Labor Code
28 sections 201 – 204, 210, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198,

1 and 2699, regardless of whether the Aggrieved Employee opts out from the Settlement
2 Agreement. Except as set forth above, Aggrieved Employees do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
5 claims based on facts occurring outside the PAGA Period.

6 (b) The "PAGA Period" is defined as the period from September 28, 2021 to
7 February 29, 2024.

8 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
9 and Twenty Thousand Dollars and Zero Cents (\$220,000.00) for the Attorneys' Fees and Costs
10 comprised of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) ("Attorneys' Fees")
11 and Costs in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); (ii) the
12 Service Award to Class Representative, Deanna Ricketts, in the amount of Ten Thousand Dollars
13 and Zero Cents (\$10,000.00) in exchange for a general release; (iii) Claims Administration
14 Expenses of Five Thousand Five Hundred Dollars and Zero Cents (\$5,500.00) to Apex Class
15 Action, LLC; (iv) Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00)
16 (75% of the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA
17 Payment"); and Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) (25% of the
18 PAGA Payment) allocated to the Aggrieved Employee Payments.

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

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
23 **ORDERED.**

24 DATED: _____, 2025
25
26

27 _____
Hon. Karen L. Dixon
28 JUDGE OF THE SUPERIOR COURT