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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

20 LAGERALD WEBB, an individual, on behalf
21 of himself, and on behalf of all persons
22 similarly situated,

23 Plaintiff,

24 vs.

25 SERVICE FIRST OF NORTHERN
26 CALIFORNIA, a California corporation, and
27 DOES 1-50, Inclusive,

28 Defendants.

Case No. STK-CV- UOE-2022-0007604

~~[PROPOSED]~~ JUDGMENT

Date: November 22, 2024
Time: 9:00 a.m.

Judge: Hon. Barbara Kronlund
Dept.: 10D

[PROPOSED] JUDGMENT

FILE BY FAX

OCT 29 2024

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NOV 22 2024
Filed
STEPHANIE BOHRER, CLERK
By _____ DEPUTY

1 Plaintiff LAGERALD WEBB's ("Plaintiff") motion for an order finally approving the
2 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims and fully
3 executed Amendment No. 1 to Stipulation of Class and PAGA Action Claims and Release of
4 Claims thereto (collectively "Agreement") and Motion for Attorneys' Fees, Attorneys' Expenses,
5 and Service Award duly came on for hearing on November 22, 2024, before the above-entitled
6 Court. The parties having settled this action and the Court having entered an Order Granting
7 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
8 therefore,

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

10 1. The certification of the Settlement Class is confirmed for the purposes of
11 settlement. The Class is defined as all non-exempt employees who are or previously were
12 employed by Defendant and performed work in California during the Class Period. The Class
13 Period is defined as the period from August 30, 2018, to December 22, 2023.

14 2. All persons who meet the foregoing definition are members of the Settlement
15 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
16 Class. There are 428 Class Members who worked for Defendant during the Class Period. After
17 providing Notice to the Class, there is one opt-out and zero objections to the Settlement.

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

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

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1 5. As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiff
2 and each Class Member who have not validly opted out have released the "Released Parties" from
3 the "Released Class Claims" as set forth in the Agreement.

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

5 (a) The "Released Class Claims" are defined as all class claims alleged, or
6 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
7 Action which occurred during the Class Period, and expressly excluding all other claims,
8 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
9 social security, workers' compensation, and class claims outside of the Class Period.

10 (b) The "Released Parties" means Defendant

11 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
12 Plaintiff, the Labor and Workforce Development Agency ("LWDA"), and the State of California,
13 have released the Released Parties from the "Released PAGA Claims" for the "PAGA Period" as
14 set forth in the Agreement. As a result of this release, the Aggrieved Employees shall be precluded
15 from bringing claims against Defendant for the Released PAGA Claims.

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

17 (a) The "Aggrieved Employees" are defined as all non-exempt employees who
18 are or previously were employed by Defendant and performed work in California during the
19 PAGA Period. The PAGA Period is defined as the period from June 22, 2021, through December
20 22, 2023.

21 (b) The "Released PAGA Claims" are defined as all PAGA claims alleged in
22 the Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred
23 through the PAGA Period, and expressly excluding all other claims, including claims for vested
24 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
25 compensation, and PAGA claims outside of the PAGA Period.

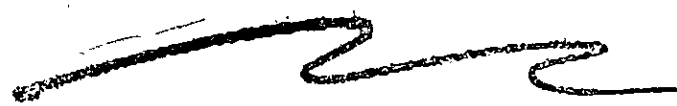
26 9. This Court hereby grants final approval and awards the following: (i) Eighty Five
27 Thousand, Three Hundred Fifty Dollars and Twenty-Seven Cents (\$85,350.27) for Attorneys'
28 Fees and Attorneys' Expenses, comprised of one-third of the Gross Settlement Amount, or

1 Seventy-Three Thousand, Six Hundred Thirty Dollars and Sixty-Nine Cents (\$73,630.69) and
2 Attorneys' Expenses in the amount of Eleven Thousand, Seven Hundred Nineteen Dollars and
3 Fifty-Eight Cents (\$11,719.58); (ii) the Service Award to the Class Representative, Lagerald
4 Webb, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a
5 general release; (iii) Claims Administration Costs of Ten Thousand Dollars and Zero Cents
6 (\$10,000.00) to Apex Class Action LLC.; and (iv) Fifteen Thousand Dollars Zero Cents
7 (\$15,000.00) (75% of the PAGA Penalties) to the Labor and Workforce Development Agency
8 ("LWDA Payment"); and (v) Five Thousand Dollars and Zero Cents (\$5,000) (25% of the PAGA
9 Penalties) allocated to the Aggrieved Employees for the Aggrieved Employee Payments.

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

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
14 **ORDERED.**

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16 DATED: **NOV 22 2024**, 2024

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19 _____
20 Hon. Barbara Kronlund

21 **BARBARA A. KRONLUND**
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