

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff AARON GORMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

AARON GORMAN, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

DRUMMAC, INC., a Florida corporation;
MORAN ENVIRONMENTAL RECOVERY,
LLC, a Delaware limited liability company;
MORAN TOWING CORPORATION, a New
York corporation; and DOES 1 through 50,
Inclusive.

Defendants.

Case No. 34-2022-00313456

[PROPOSED] JUDGMENT

Date: June 2, 2023
Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell
Dept.: 28

Reservation #: 2706519

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 June 2, 2023, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 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 employees who are or previously were employed by Defendants in
10 California and who were classified as non-exempt employees during the Class Period." The Class
11 Period is defined as the period from January 4, 2018 to October 12, 2022.

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, Plaintiff, 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 Defendants fund the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendants 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 means all class claims, demands, rights, liabilities, and causes of action
28 alleged or reasonably could have been alleged based on the facts and allegations alleged in the

operative complaint, including any Notice of Violations filed with the Labor Workforce Development Agency, based on the facts alleged, which arose during the Class Period, including without limitation: (a) Failure to Pay Overtime Wages; (b) Failure to Pay Minimum Wages; (c) Failure to Provide Required Meal Periods; (d) Failure to Provide Required Rest Periods; (e) Failure to Provide Accurate Itemized Statements; (f) Failure to Pay Wages When Due; (g) Unpaid Sick Pay; (h) Unfair Competition in Violation of California Business & Professions Code § 17200, et seq.; premised on the facts, claims, causes of action, or legal theories described above.

7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and each “PAGA Member” has released the Defendant 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 set forth below: The PAGA Members are defined as all employees who are or previously were employed by Defendants in California and who were classified as non-exempt employees during the PAGA Period. The Released PAGA Claims are defined as all PAGA claims alleged or reasonably could have been alleged, whether individual or representative, based on the facts and allegations alleged in the operative complaint in the Action, including any Notice of Violations filed with the Labor Workforce Development Agency, which arose during the PAGA Period. The PAGA Period means the period of October 25, 2020 to October 12, 2022.

9. This Court hereby grants final approval and awards the following: (i) One Hundred and Thirty-Six Thousand Ninety-Seven Dollars and Twenty-Five Cents (\$136,097.25) for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00) and actually incurred expenses in the amount of Sixteen Thousand ninety-seven dollars and Twenty (\$16,097.25), which includes estimated filing fees for the Final Approval Motion and Motion for Class Counsel Award and Representative Service Award; (ii) the Class Representative Service Award to Plaintiff Aaron Drummac in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) settlement administration costs of Nine Thousand Dollars (\$9,000) to ILYM

1 Group, Inc. (“Settlement Administration Costs”); and (iv) Twenty Thousand Dollars and Zero Cents
2 (\$20,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development Agency
3 (“LWDA Payment”).

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

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

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11 DATED: _____, 2023

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13 _____
14 Hon. Lauri A. Damrell
15 Judge, Superior Court for the State of California,
16 County of Sacramento
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