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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

TAMIKA R. THOMAS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CENTER FOR ELDER'S INDEPENDENCE,
a California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 22CV024221

[PROPOSED] JUDGMENT

Date: July 2, 2024
Time: 1:30 p.m.
Reservation ID: 513585335821

Judge: Hon. Noel Wise
Dept.: 21

1 Plaintiff's motion for an order finally approving the Second Amended Stipulation of
2 Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement") and Motion
3 for Attorneys' Fees and Costs and Service Award duly came on for hearing on July 2, 2024,
4 before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause 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 Center for Elders' Independence, Inc. a California corporation ("Defendant") and
11 performed work in California during the period of December 7, 2019 to September 20, 2023 (the
12 "Class Period")."

13 2. All persons who meet the foregoing definition are Settlement Class Members,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

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

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

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

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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 all class claims alleged, or
3 reasonably could have been alleged based on the facts alleged in the Operative Complaint in the
4 Action which occurred during the Class Period, and expressly excluding all other claims,
5 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
6 social security, workers’ compensation, and class claims outside of the Class Period.

7 (b) The “Released Parties” are defined as Defendant.

8 (c) “Defendant” is defined as Center for Elders’ Independence, Inc., including
9 past, present and future corporate parents, subsidiaries, affiliates, related entities, successors and
10 assigns, and all of Center for Elders’ Independence, Inc.’s current and former directors, officers,
11 employees, partners, agents, representatives, and attorneys and all persons acting under, by,
12 through, or in concert with any of them.

13 7. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and the
14 LWDA have released the Released Parties from the “Released PAGA Claims” for the “PAGA
15 Period” as set forth in the Agreement.

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

17 (a) The “Released PAGA Claims” are defined as all PAGA claims alleged in
18 Plaintiff’s Amended PAGA notice to the LWDA which occurred during the PAGA Period, and
19 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
21 outside of the PAGA Period.

22 (b) The “PAGA Period” is defined as the period from December 20, 2021 to
23 September 20, 2023.

24 9. This Court hereby grants final approval and awards the following: (i) Three
25 Hundred, Thirty-Nine Thousand, Eight Hundred Fifty-Two Dollars and Fifty-One Cents
26 (\$339,852.51) for the Attorneys’ Fees and Costs comprised of one-third of the Gross Settlement
27 Amount, or Three Hundred, Twenty-Three Thousand, Three Hundred Thirty-Three Dollars and
28 Thirty-Three Cents (\$323,333.33) (“Attorneys’ Fees”) and Costs in the amount of Sixteen

1 Thousand, Five Hundred Nineteen Dollars and Eighteen Cents (\$16,519.18); (ii) the Service
2 Award to Class Representative, Tamika R. Thomas, in the amount of Five Thousand Dollars and
3 Zero Cents (\$5,000.00) in exchange for a general release; (iii) Administration Costs of Nine
4 Thousand Dollars and Zero Cents (\$9,000.00) to Apex Class Action, LLC; (iv) Thirty-Six
5 Thousand, Three Hundred Seventy-Five Dollars and Zero Cents (\$36,375.00) (75% of the PAGA
6 Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and Twelve
7 Thousand, One Hundred Twenty-Five Dollars and Zero Cents (\$12,125.00) (25% of the PAGA
8 Payment) allocated to the Aggrieved Employee Payments.

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

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

14 DATED: _____, 2024
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17 _____
18 Hon. Noel Wise
19 JUDGE OF THE SUPERIOR COURT
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