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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN LUIS OBISPO

ELISA ALVAREZ, an individual, on
behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

v.

SLO ARCHES, INC., a
California Corporation; IVERNIA,
INCORPORATED, a California
Corporation; GOLDEN SENECA,
INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 21CV-0533

[PROPOSED] JUDGMENT

Date: December 7, 2023
Time: 9:00 a.m.

Judge: Hon. Rita C. Federman
Dept.: D-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 Class Counsel Award
3 and Class Representative Service Payment duly came on for hearing on December 7, 2023, before
4 the above-entitled Court. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Civil Penalty Payment and
6 good cause appearing therefor,

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 only. The Class is defined as "All non-exempt employees who are or previously were employed
10 by Defendants and performed work in California during the period of September 16, 2017 to May
11 28, 2021 ["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 Civil Penalty Payment and this Final Judgment, Plaintiff,
16 and all members of the Settlement Class, shall take nothing in the Action. Each party shall bear its
17 own attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
18 Motion for Final Approval of Class Action and PAGA Civil Penalty Payment and in this Final
19 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 Defendants funds the Gross Fund Value, Plaintiff and each Class
25 Member who has not validly opted out has released the "Released Parties" from the "Released
26 Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Released Class Claims” are defined as all class claims alleged in the
2 operative First Amended Complaint which occurred during the Class Period, and expressly
3 excluding all other claims, including claims for vested benefits, wrongful termination,
4 unemployment insurance, disability, social security, workers’ compensation, and class claims
5 outside of the Class Period. The Released Class Claims expressly excludes release of PAGA
6 claims, which are separately released herein below as “Released PAGA Claims.”

7 (b) The “Released Parties” are defined as all class claims alleged in the
8 operative First Amended Complaint which occurred during the Class Period, and expressly
9 excluding all other claims, including claims for vested benefits, wrongful termination,
10 unemployment insurance, disability, social security, workers’ compensation, and class claims
11 outside of the Class Period.

12 7. As of the date the Defendants funds the Gross Settlement Amount, the Plaintiff, the
13 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
14 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
15 the “PAGA 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 “Aggrieved Employees” are defined as all non-exempt employees who
18 are or previously were employed by Defendants in California during the PAGA Period. The
19 PAGA Period is defined as the period between September 16, 2020 to May 28, 2021.

20 (b) The “Released PAGA Claims” are defined all PAGA claims alleged in the
21 operative First Amended Complaint and Plaintiff’s PAGA notice to the LWDA which occurred
22 during the PAGA Period, and expressly excluding all other claims, including claims for vested
23 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
24 compensation, and PAGA claims outside of the PAGA Period. This PAGA release continues
25 through May 28, 2021.

26 (c) The “PAGA Period” means the period between September 16, 2020 to May
27 28, 2021.

1 9. This Court hereby grants final approval and awards the following: (i) \$270,000.00
2 for the Class Counsel Fees and Litigation Expenses Payment comprised of attorneys' fees in the
3 amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Class Counsel Fees Payment")
4 and reimbursement of costs and expenses in the amount of Twenty Thousand Dollars and Zero
5 Cents (\$20,000.00) ("Class Counsel Litigation Expenses"); (ii) the Class Representative Service
6 Award to Class Representative, Elisa Alvarez, in the amount of Ten Thousand Dollars and Zero
7 Cents (\$10,000.00); (iii) Settlement Administration Costs of Fifteen Thousand Three Hundred
8 Dollars and Zero Cents (\$15,300.00) to ILYM Group, Inc.; (iv) Twenty-Eight Thousand One
9 Hundred Twenty-Five Dollars and Zero Cents (\$28,125.00) (75% of the PAGA Civil Penalty
10 Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and Nine
11 Thousand Three Hundred Seventy-Five Dollars and Zero Cents (\$9,375.00) (25% of the PAGA
12 Civil Penalty Payment) allocated to the Individual PAGA Payments.

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

16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
17 **ORDERED.**

18 DATED: _____, 2023
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20

21 _____
22 Hon. Rita C. Federman
23 JUDGE OF THE SUPERIOR COURT
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