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Attorneys for Plaintiff ABIGAIL CHAMBERLAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF YOLO

ABIGAIL CHAMBERLAN, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,
vs.

CLASSIC VMS, INC. (dba WOODLAND
BODY WORKS and COLLISION PROS), a
California Corporation; COLLISION PRO'S
INC., a California Corporation; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CV2022-0652

[PROPOSED] JUDGMENT

Date: May 14, 2024
Time: 9:00 A.M.
Judge: Hon. David Rosenberg
Dept.: 14

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,
3 Attorneys' Expenses, and Service Award duly came on for hearing on May 14, 2024, before the
4 above-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 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 current and former non-exempt California employees who worked at
10 Defendants at any time during the Class Period." The Class Period is defined as the period from
11 April 28, 2018 and May 12, 2023.

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. One
14 request for exclusion was received. The name of the Class Member who requested exclusion is
15 Addison Wright.

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

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

25 5. As of the date the Defendants funds the Gross Settlement Amount, each Class
26 Member who has not validly opted out has released the "Released Class Claims" against the
27 Defendants as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
2 The Released Class Claims are defined as all class claims alleged in the operative complaint, or
3 which could have been alleged in the operative complaint based on the facts alleged, which occurred
4 during the Class Period, and expressly excluding all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
6 compensation, and class claims outside of the Class Period.

7 7. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff, the
8 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
9 "Aggrieved Employee" has released the Defendants from the "Released PAGA Claims" for the
10 "PAGA Period" as set forth in the Agreement.

11 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
12 The Aggrieved Employees are defined as all non-exempt employees who are or previously were
13 employed by Defendants, who performed work in California during the PAGA Period. The Released
14 PAGA Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiff's
15 PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all
16 other claims, including claims for vested benefits, wrongful termination, unemployment insurance,
17 disability, social security, workers' compensation and PAGA claims outside the PAGA Period. The
18 PAGA Period means the period between February 22, 2021 and May 12, 2023.

19 9. As of the date the Defendants fund the Gross Settlement Amount, the Plaintiff,
20 waives and releases any individual claims against Defendants related to Plaintiff's employment with
21 Defendants and the cessation of that employment, including, but not limited to, a Civil Code section
22 1542 waiver.

23 10. This Court hereby grants final approval and awards the following: (i) One Hundred
24 Forty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$149,333.33)
25 for an award of Attorneys' Fees and Attorneys' Expenses comprised of one-third of the Gross
26 Settlement Amount, or One Hundred Thirty-Four Thousand Three Hundred Thirty-Three Dollars
27 and Thirty-Three Cents (\$134,333.33) and litigation expenses in the amount of Fifteen Thousand
28 Dollars and Zero Cents (\$15,000.00); (ii) the Service Award to Class Representative Abigail

1 Chamberlan in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) settlement
2 Administration Expenses of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to
3 APEX Class Action, LLC (“Administration Expenses”); (iv) Fifteen Thousand Dollars and Zero
4 Cents (\$15,000.00) (75% of the PAGA Penalties) to the Labor and Workforce Development Agency
5 (“LWDA Payment”); and (v) Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA
6 Payment) to the Aggrieved Employees.

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

10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
11 **ORDERED.**

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14 DATED: _____, 2024

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16 _____
17 Hon. David Rosenberg
18 JUDGE OF THE SUPERIOR COURT
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