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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF BUTTE

JAMAL SHABAZZ and JOSEPH
CASTANEDA, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MANN & COMPANY, INC., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. 22CV02669

[PROPOSED] JUDGMENT

Date: January 29, 2025
Time: 9:00 a.m.

Judge: Hon. Tamara Mosbarger
Dept.: 1

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on January 29, 2025, before the above-entitled
4 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 therefor,

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

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as "all persons who are or previously were employed by Man &
10 Company, Inc. in California and classified as non-exempt employees at any time during the period
11 beginning November 14, 2018, to February 15, 2024 ("Class Period")."

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 1,026 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

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

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

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

1 (a) “Released Class Claims” are defined as all class claims alleged, or
2 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
3 Action which occurred during the Class Period, including but not limited to the failure to pay
4 minimum wages, the failure to pay overtime wages, the failure to provide meal periods, the failure
5 to pay meal period premium pay, the failure to provide rest periods, the failure to pay rest period
6 premium pay, the failure to pay waiting-time penalties, the failure to maintain records, the failure
7 to provide accurate itemized wage statements, the failure to reimburse, and other claims
8 whatsoever that were alleged in this case or which arise out of such facts actually pled in the
9 complaint, including without limitation all related claims for restitution and other equitable relief
10 under Business and Professions Code section 17200 et seq., conversion, liquidated damages,
11 punitive damages, penalties, statutory penalties, and expressly excluding all other claims,
12 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
13 social security, workers’ compensation, and class claims outside of the Class Period.

14 (b) “Released Parties” are defined as Defendant and their attorneys, insurers,
15 brands, concepts, parents, affiliates, subsidiaries, successors, assigns, current and former
16 employees, agents, representatives, administrators, employee benefit plans, assigns of said entities,
17 and any individual or entity that could be jointly liable with Defendant.

18 7. As of the date the Defendant fully funds the Gross Settlement Amount, the
19 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
20 each “Aggrieved Employee” have released the Released Parties from the “Released PAGA
21 Claims” for the “PAGA Period” as set forth in the Agreement.

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

23 (a) “Aggrieved Employees” are defined as all current and former non-exempt
24 California employees employed by Defendant in California during the period of September 6,
25 2021, through February 15, 2024 (“PAGA Period”).

26 (b) “Released PAGA Claims” are defined as all PAGA claims alleged in the
27 Operative Complaint in the Action and Plaintiff Jamal Shabazz’s PAGA notice to the LWDA which
28 occurred during the PAGA Period, including but not limited to civil penalties under the Labor Code

1 Private Attorneys General Act of 2004 for violations of Labor Code 201, 201.3, 202, 203, 204, 210,
2 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
3 1197.14, 1198, 1198.5, 1199, 2802, 2804, and expressly excluding all other claims, including claims
4 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
5 workers' compensation, and PAGA claims outside of the PAGA Period.

6 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
7 Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) for the Attorneys' Fees and
8 Litigation Costs comprised of one-third of the Gross Settlement Amount, or Two Hundred Fifty
9 Thousand Dollars and Zero Cents (\$250,000.00) and litigation expenses in the amount of Twenty-
10 Five Thousand Dollars and Zero Cents (\$25,000.00); (ii) the Service Award to Class
11 Representatives, Jamal Shabazz and Joseph Castaneda, in the amount of Ten Thousand Dollars
12 and Zero Cents (\$10,000.00) to each Plaintiff in exchange for a general release by Plaintiff
13 Castaneda and in recognition of their efforts and risks in assisting with the prosecution of the
14 Action; (iii) Settlement Administration Costs of Fourteen Thousand Five Hundred Dollars and
15 Zero Cents (\$14,500.00) to Apex Class Action LLC; and (iv) Twenty-Two Thousand Five
16 Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA Payment) to the Labor and
17 Workforce Development Agency ("LWDA Payment"); and Seven Thousand Five Hundred
18 Dollars and Zero Cents (\$7,500.00) (25% of the PAGA Payment) allocated to the Aggrieved
19 Employees for the Individual PAGA Payments.

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

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
24 **ORDERED.**

25 DATED: _____, 2025
26
27

28 _____
Hon. Tamara Mosbarger
JUDGE OF THE SUPERIOR COURT