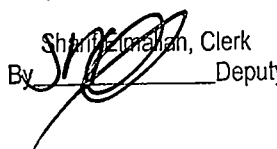


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Superior Court of California  
 County of Butte

**MAR 08 2023**

Shari Zimman, Clerk  
 By  Deputy

FILED

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15 Attorneys for Plaintiffs

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF BUTTE**

18 THOMAS HAVEN, BRETT OWENS, AND  
 19 DONAVON PATTERSON individuals, on  
 behalf of themselves and on behalf of all  
 20 persons similiary situated,

21 Plaintiffs,

21 v.

22 CALIFORNIA VOCATIONS, INC., a  
 23 California Corporation; and DOES 1-50,  
 Inclusive,

24 Defendants.

Case No. 20CV01514

**[PROPOSED]** JUDGMENT

Date: March 1, 2023

Time: 9:00 a.m.

Judge: Hon. Stephen E. Benson

Dept.: 6

Trial Date: Not Set

Action Filed: August 3, 2020

Electronically Filed

1 Plaintiffs' 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 Awards duly came on for hearing on March 1, 2023, 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 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 non-exempt employees who are or previously were  
10 employed by Defendant and performed work in California during the Class Period." The Class  
11 Period is defined as the period between April 6, 2016, to May 5, 2022.

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. Two Class Members requested exclusion from the settlement. The Class Members who  
15 requested exclusion are Megan June Proulx and Gay Lorraine Privitt.

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  
20 Motion for Final 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 the Defendant funds the Gross Settlement Amount, each Class  
26 Member who has not validly opted out has released the "Released Class Claims" against the  
27 Defendant as set forth in the Agreement.

28

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 which  
3 occurred during the Class Period.

4           7.       As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the  
5 Labor and Workforce Development Agency (“LWDA”), the State of California, and each  
6 “Aggrieved Employee” has released the Defendant from the “Released PAGA Claims” for the  
7 “PAGA Period” as set forth in the Agreement.

8           8.       As used in paragraph 7 above, the quoted terms have the meanings set forth below:  
9 The Aggrieved Employees are defined as all non-exempt employees who are or previously were  
10 employed by Defendant and performed work in California during the PAGA Period. The Released  
11 PAGA Claims are defined as all PAGA claims alleged in the operative complaint and Plaintiffs’  
12 PAGA notices to the LWDA which occurred during the PAGA Period, and other than the named  
13 Plaintiffs, expressly excluding all other claims, including claims for vested benefits, wrongful  
14 termination, unemployment insurance, disability, social security, workers’ compensation, and  
15 PAGA claims outside the PAGA Period. The PAGA Period means the period of August 3, 2019,  
16 to May 5, 2022.

17 *mm* 9.       This Court hereby grants final approval and awards the following: (i) ~~\$209,609.21~~ <sup>\$210,000</sup>  
18 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One  
19 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) and litigation expenses in  
20 the amount of <sup>Fifteen</sup> ~~Fourteen~~ Thousand, Six ~~Hundred Nine Dollars and Twenty One Cents~~  
21 ~~(\$14,609.21)~~; <sup>\$15,000</sup> (ii) the Class Representative Service Awards to Class Representatives, Thomas  
22 Haven, Brett Owens, and Donovan Patterson, in the amount of <sup>twenty four thousand</sup> ~~Thirty Thousand Dollars and Zero~~  
23 ~~Cents (\$30,000.00)~~, <sup>Eight</sup> comprised of <sup>\$8,000</sup> ~~Ten~~ Thousand Dollars (~~\$10,000~~) to each Class Representative in  
24 exchange for a general release; (iii) settlement administration costs of Thirteen Thousand Dollars  
25 (\$13,000) to ILYM Group, Inc. (“Settlement Administration Cost”); and (iv) Twenty-Two  
26 Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA Settlement) to  
27 the Labor and Workforce Development Agency (“LWDA Payment”).

28

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

4           **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
5 **ORDERED.**

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DATED:       3/8      , 2023



Hon. **TAMARA L. MOSBARGER**  
Judge, Superior Court for the State of California,  
County of Butte