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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 30 2020

S. Salazar



Law Offices of Corbett H. Williams

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

STEVEN MURPHY, in his individual
and representative capacity,
Plaintiff,

v.

VALET WASTE LLC, a Delaware
limited liability company; DOES 1
through 5, inclusive,

Defendant.

) Case No.: RIC1701143

) Assigned to: Hon. Sunshine Sykes, Dept. 06

) ~~[PROPOSED]~~ AMENDED JUDGMENT

~~PROPOSED~~ AMENDED JUDGMENT

The joint motion of Plaintiff Steven Murphy ("Plaintiff") and Defendant Valet Waste LLC ("Defendant") for an order granting final approval of class action settlement, request for class representative enhancement and request for attorneys' fees and costs came on for a hearing in Department 6 of this Court on July 11, 2019 at 8:30 a.m. The motion was granted.

The Class certified for purposes of settlement and subject to this Judgment consists of persons who are members of one or more of the following categories:

- a. Service valets employed by Defendant in California from January 19, 2013 through December 31, 2018 who furnished a cellular or smartphone and/or cellular or smartphone data plan for work purposes at any time during any part of the Class Period.
- b. Service valets employed by Defendant in California from January 19, 2013 through December 31, 2018 who furnished pickup trucks for work purposes at any time during any part of the Class Period.

As part of the Judgment, Participating Class Members have agreed to release all "Released Claims." "Released Claims" means all the claims stated in the Amended Class Action Complaint and those based solely upon the facts alleged in the Amended Class Action Complaint filed on March 20, 2017 from January 19, 2013 through December 31, 2018 (the "Class Period"), including claims for unreimbursed expenses they incurred in performing their duties as employees of Defendant. The Released Claims are limited to the claims arising from acts or omissions during the Class Period.

The "Released Parties" are Defendant, now known as Valet Living, LLC, and any of its former and present officers, directors, employees and agents.

The "Participating Class Members" are Class Members who did not submit valid and timely Request for Exclusion as provided by the Court's February 4, 2019 Order Granting Joint Motion for Preliminary Approval of Class Action Settlement.

1 The Court, having read the papers presented in support of the parties' Joint Motion for
2 Final Approval of Class Action Settlement and having heard argument on that motion on July 11,
3 2019, hereby enters judgment as follows:

4 1. The Court has jurisdiction over the subject matter of this litigation and over all
5 parties to this Action, including all Participating Class Members.

6 2. The Court finds that the Stipulation of Class Action Settlement and Release, filed
7 on January 29, 2019 ("Settlement Agreement"), was entered into in good faith, is the product of
8 arm's length negotiations between the parties and that the terms of the settlement are fair,
9 reasonable, adequate and in the best interests of the settlement class.

10 3. The Settlement Agreement is therefore finally approved. The Settlement
11 Agreement is incorporated herein:

- 12 a. All Participating Class Members will be paid their individual settlement pursuant to
13 the terms of the Settlement Agreement;
- 14 b. Class Counsel shall be awarded attorneys' fees in the amount of \$194,980.50, with
15 \$136,486.35 paid to the Law Offices of Corbett H. Williams and \$58,494.15 paid
16 to Fortis LLP;
- 17 c. Class Counsel shall be reimbursed litigation costs of \$8,299.58, with \$6,622.33
18 paid to the Law Offices of Corbett H. Williams and \$1,677.25 paid to Fortis LLP;
- 19 d. Named Plaintiff Steven Murphy shall be granted an Enhancement Payment of
20 \$9,800.00; and
- 21 e. Phoenix Class Action Settlement Solutions (the "Settlement Administrator") shall
22 be granted payment of \$15,000.00 for its services in connection with this matter.

23 4. The Court orders the parties to perform their obligations as set forth in the
24 Settlement agreement according to its terms therein.

25 5. All objections to the Settlement Agreement are overruled. Accordingly, the Court
26 adjudges that Plaintiff and the Participating Class Members are deemed to have released and
27

1 discharged the Released Parties from any and all Released Claims pursuant to the Settlement
2 Agreement.

3 6. Defendant is hereby directed to fund the settlement as provided by the Settlement
4 Agreement.

5 7. Any checks the Settlement Administrator issues to Participating Class Members
6 will be negotiable for one hundred and eighty (180) calendar days, after which they will become
7 void. Those funds represented by settlement checks returned as undeliverable and those settlement
8 checks remaining un-cashed for more than 180 days after issuance (collectively, "Voided
9 Settlement Checks") shall be paid to the California State Controller for deposit in the Unclaimed
10 Property Fund in the name of the employee for whom the funds are intended. The Settlement
11 Administrator shall file a report concerning uncashed checks or other cash residue no later than
12 thirty (30) calendar days after any such settlement checks become Voided Settlement Checks.

13 8. The Parties are ordered to give notice of this Judgment to all class members in
14 accordance with California Rule of Court 3.771(b) by posting a copy of this Judgment on the
15 Settlement Administrator's website.

16 9. Without affecting the finality of this Judgment in any way, the court retains
17 jurisdiction pursuant to Code of Civil Procedure Section 664.6 over: (1) implementation and
18 enforcement of the Settlement Agreement pursuant to further orders of this Court until each and
19 every act agreed to be performed by the parties hereto shall have been performed pursuant to the
20 Settlement Agreement; (2) any other action necessary to conclude this settlement and to
21 implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of
22 the Settlement Agreement.

23 10. Neither this Judgment nor the Settlement Agreement on which it is based are an
24 admission or concession by any party of any fault, omission, liability or wrongdoing. This
25 Judgment is not a finding of the validity or invalidity of any claims in this action or a
26 determination of any wrongdoing by any party. The final approval of the parties' settlement will
27

1 not constitute any opinion, position, or determination of this Court, one way or the other, as to the
2 merits of the claims or defenses of any party.

3 11. The Judgment when filed and signed is intended to be a final disposition of the
4 above-captioned action in its entirety, and it is intended to be immediately appealable.

5
6 Dated: _____

6/29/20

Honorable Sunshine S. Sykes
Superior Court Judge

CERTIFICATE OF SERVICE

I, Corbett H. Williams, declare as follows:

I am employed in the County of Orange, State of California; I am over the age of eighteen years and am not a party to this action; my business address is 24422 Avenida de la Carlota, Suite 370, Laguna Hills, California 92653, in said County and State. On June 29, 2020, I served the following document(s):

[PROPOSED] AMENDED JUDGMENT

on the following parties: Counsel for Defendant, Valet Waste, LLC

Brian E. Whiteley
Barclay Damon LLP
One Financial Center, Suite 1701
Boston, MA 02111
BWhiteley@barclaydamon.com

Marie D. DiSante
Carothers DiSante & Freudenberger LLP
18300 Von Karman Avenue
Suite 800
Irvine, CA 92612
mdisante@cdflaborlaw.com

by the following means of service:

- ☐ **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I emailed a true copy of this document to a messenger with instructions to personally deliver it to each person[s] named at the address[es] shown before 5:00 p.m. on the above-mentioned date.
- ☐ **BY OVERNIGHT SERVICE:** On the above-mentioned date, I placed a true copy of the above mentioned document(s), together with an unsigned copy of this declaration, in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, addressed to the person(s) as indicated above and deposited same in a box or other facility regularly maintained by Federal Express or delivered same to an authorized courier or driver authorized by Federal Express to receive documents.
- ☒ **BY ELECTRONIC SERVICE:** Pursuant to the written agreement of the parties, on the above-mentioned date, I caused each such document to be transmitted by electronically mailing a true and correct copy through the Law Offices of Corbett H. Williams' electronic mail system to the e-mail address(s) set forth above.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 29, 2020.

/s/ Corbett H. Williams

Corbett H. Williams