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ELECTRONICALLY FILED
Superior Court of California
County of Marin
E E E E E E E E
James M. Kim, Clerk of the Court
K. Keeton, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

URSULA GRUENERT, on behalf of herself,
all other similarly situated and typical
individuals, and the general public,

Plaintiff,

vs.

TAMALPAIS HIGH SCHOOL DISTRICT;
and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: CIV-2103521

**[PROPOSED] FINAL ORDER
AND JUDGMENT OF CLASS
ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action (“Action”) having come before the Court on July 17, 2024, for a hearing and this Final Order Approving Class Action Settlement and Judgment (“Court’s Final Order and Judgment”), consistent with the Court’s Preliminary

1 Approval Order (“Preliminary Approval Order”), filed and entered March 6, 2024, and as set
2 forth in the Settlement Agreement and Release between Plaintiff and Defendant (“Settlement
3 Agreement”) in the Action, and due and adequate notice having been given to all Class Members
4 as required in the Preliminary Approval Order, and the Court having considered all papers filed
5 and proceedings had herein and otherwise being fully informed and good cause appearing
6 therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement unless an alternate meaning is specifically given within this Order.

9 2. Consistent with the definitions provided in the Settlement Agreement, the term
10 “Class Member” means are all persons who were employed by Defendant as sports coaches and
11 who were paid on a per season basis excluding all classified and certified employees and
12 volunteers, *i.e.*, persons who did not receive a W-2, during the Class Period. For purposes of the
13 Settlement and the Court’s Final Order and Judgment, the term “Class Period” means the period
14 beginning on September 23, 2019 and ending June 30, 2023. The term “Released Claims”
15 collectively means those claims to be released by the Settlement Class identified in Paragraph 1.n
16 of the Settlement Agreement. The term “Class Representative” shall mean Plaintiff Ursula
17 Gruenert. The term “Class Counsel” shall mean Mark R. Thierman, Joshua D. Buck, and Leah
18 L. Jones of Thierman Buck, LLP, and Ryan F. Stephan and Catherine T. Michell of Stephan
19 Zouras, LLP, who are counsel for record for Plaintiff.

20 3. This Court has jurisdiction over the subject matter of this Action and over all
21 Parties to this Action, including all Class Members.

22 4. Distribution of the Notice and the Claim Form directed to the Class Members as
23 set forth in the Settlement Agreement and the other matters set forth therein have been completed
24 in conformity with the Preliminary Approval Order, including individual notice to all Class
25 Members who could be identified through reasonable effort, and as otherwise set forth in the
26 Settlement Agreement. The Notice provided due and adequate notice of the proceedings and of
27 the matters set forth therein, including the proposed Settlement set forth in the Settlement
28 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements

1 of due process. All Class Members and all Released Claims are covered by and included within
2 the Settlement and the Court's Final Order and Judgment.

3 5. The Court hereby finds the Settlement was entered into in good faith. The Court
4 further finds that Plaintiff has satisfied the standards and applicable requirements for final
5 approval of this class action settlement.

6 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
7 and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
8 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
9 reached as a result of comprehensive, serious and non-collusive, arm's-length negotiations. The
10 Court further finds the Parties have conducted extensive investigation and research, and counsel
11 for the Parties are able to reasonably evaluate their respective positions. The Court also finds the
12 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
13 that would be presented by the further prosecution of the Action. The Court has reviewed the
14 benefits that are being granted as part of the Settlement and recognizes the significant value to
15 the Class Members. The Court also finds the Class is properly certified as a class for settlement
16 purposes only. The Court also hereby finds there were no objections to the Settlement filed prior
17 to or raised by any person on the record at the Final Approval Hearing that change the Court's
18 decision to approve the Settlement.

19 7. As of the date of the Court's Final Order and Judgment, each and every Class
20 Member is and shall be deemed to have conclusively released the Released Claims as against the
21 Released Parties. This Release specifically extends to claims that the Class Members do not know
22 or suspect to exist in their favor as of this date based upon, arising out of, or related to, in whole
23 or in part, any or all of the facts that were alleged in the Complaint, and includes a waiver of
24 California Civil Code section 1542. In addition, as of the date of the Court's Final Order and
25 Judgment, each Class Member is forever barred and enjoined from instituting or accepting
26 damages or obtaining relief against the Released Parties relating to the Released Claims.

27 8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
28 is an admission by the Released Parties, nor is the Court's Final Order and Judgment a finding of

1 the validity of any claims in the Action or of any wrongdoing by the Released Parties. Neither
2 the Court's Final Order and Judgment, the Settlement Agreement, nor any document referred to
3 herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or
4 may be used as, an admission by or against the Released Parties, of any fault, wrongdoing or
5 liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
6 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
7 be evidence of, an admission or concession with regard to the denials or defenses by the Released
8 Parties, and shall not be offered into evidence in any action or proceeding in any court,
9 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
10 provisions of the Court's Final Order and Judgment, the Settlement Agreement, the Released
11 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
12 Released Parties may file in this Action, or submit in any other proceeding, the Court's Final
13 Order and Judgment, the Settlement Agreement, and any other papers and records on file in the
14 Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*,
15 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

16 9. The Court hereby enters judgment in the Action, as of the date of entry of the
17 Court's Final Order and Judgment, pursuant to the terms set forth in the Settlement Agreement.
18 Without affecting the finality of the Court's Final Order and Judgment in any way, the Court
19 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
20 the Settlement, and all orders entered in connection therewith.

21 10. The Court hereby finds the settlement payments provided for under the Settlement
22 Agreement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders
23 the calculations and the payments to be made and administered in accordance with the terms of
24 the Settlement Agreement.

25 11. The Court hereby names Mark R. Thierman, Joshua D. Buck, and Leah L. Jones
26 of Thierman Buck, LLP, and Ryan F. Stephan and Catherine T. Michell of Stephan Zouras, LLP,
27 who are counsel for record for Plaintiff as Class Counsel.
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1 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
2 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
3 in the amount of \$100,000.00, and the attorney costs in the amount of \$17,000.00, to be deducted
4 and paid from the Total Settlement Amount, as final payment for and complete satisfaction of any
5 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person
6 or entity related to the Action. The Court further orders that the award of attorneys' fees and costs
7 set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement
8 and transferred and/or made payable to Class Counsel in the Action.

9 13. The Court also hereby approves and orders an Enhancement Award to Class
10 Representative Plaintiff Ursula Gruenert in the amount of \$10,000.00 to be paid from the Total
11 Settlement Amount as set forth in the Stipulation of Settlement.

12 14. The Court also hereby approves and orders payment in the amount of \$7,500.00
13 for actual claims administration expenses incurred by the Claims Administrator, ILYM Group,
14 Inc., to be paid from the Total Settlement Amount as set forth in the Settlement Agreement.

15 15. The Court also hereby approves and orders that \$15,000.00 of the Total Settlement
16 Amount be allocated to the settlement of the PAGA claims in the Complaint, with \$11,250.00 of
17 that amount being paid to the LWDA and \$3,750.00 of that amount being part of the Net
18 Settlement Amount.

19 16. The Court also hereby finds and orders that the Settlement Agreement is and
20 constitutes a fair, reasonable and adequate compromise of the Released Claims against the
21 Released Parties.

22 17. The Court further orders that the Settlement be implemented, and payments be
23 issued in accordance with the terms set forth in the Settlement Agreement.

24 **IT IS SO ORDERED.**

25 Dated: 07/18/2024



26 Hon. Sheila S. Lichtblau, Superior Court Judge