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FILED
Superior Court of California
County of Los Angeles

04/20/2022

Sherril R. Carter, Executive Officer / Clerk of Court

By: A. Escobar Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISABELLA KLUGH, an individual, on behalf
of the State of California and all aggrieved
employees as a Private Attorney General

Plaintiff,

vs.

HILLSTONE RESTAURANT GROUP, INC.,
a Delaware corporation, and DOES 1-50,
inclusive,

Defendant.

Case No. 20STCV12299

[PROPOSED] JUDGMENT

[PROPOSED] JUDGMENT

The Court has received and considered the Stipulation and Agreement for PAGA Representative Action Settlement ("Settlement Agreement") entered into between Plaintiff MARIO ISABELLA KLUGH, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the Defendant HILLSTONE RESTAURANT GROUP, INC.

Having received and considered the Stipulation and Agreement and the supporting papers filed, and having entered an Order granting approval of the PAGA Settlement, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1 1. The California Labor Workforce and Development Agency ("LWDA") has been
2 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
3 (1)(4).

4 2. The Court has jurisdiction over the subject matter of this litigation, over all
5 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
6 Settlement.

7 3. The Settlement is approved under Labor Code § 2699(1)(2).

8 4. The Settlement and this resulting Judgement simply represent a compromise of
9 disputed allegations. Accordingly, nothing in this Judgment or the Settlement shall be construed as
10 an admission or concession by any party.

11 5. Each Aggrieved Employee, in accordance with the Settlement, releases all Released
12 Claims against the Released Parties.

13 6. The Gross Settlement Amount and the methodology used to calculate the Individual
14 Penalty Payments in accordance with the Settlement is approved.

15 7. The Court approves ILYM to act as the Settlement Administrator. The Court awards
16 the Settlement Administrator in this Action its actual fees and costs in accordance with the terms of
17 the Settlement Agreement, not to exceed \$11,500.00.

18 8. The Court approves the Koul Law Firm as PAGA Counsel.

19 9. The Settlement Administrator shall pay PAGA Class Counsel attorneys' fees in the
20 amount of \$175,982.00 and actual litigation costs of \$10,111.29.

21 10. The Settlement Administrator shall calculate and pay the Individual Penalty
22 Payments in accordance with the terms of the Settlement Agreement.

23 11. The Settlement Administrator shall issue a payment to the LWDA in the amount of
24 \$247,805.03, in accordance with the terms of the Settlement Agreement.

25 12. Checks for Individual Penalty Payments sent to Aggrieved Employees shall be valid
26 for 180 days after issuance. Funds remaining from any checks for Individual Penalty Payments
27 uncashed after 180 days will be dispersed to the state controller unpaid payment fund in the name
28 of the Aggrieved Employee.

1 13. Upon completion of the Settlement, the Settlement Administrator will provide
2 written certification of the completion to the Court and counsel for the Parties which shall be filed
3 with the Court within 30 days after completion of the Settlement.

4 14. Without affecting the finality of this judgment, the Court retains exclusive and
5 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
6 and enforcement of this Judgment.

7 15. The Court enters final judgment in accordance with the terms of the Settlement
8 Agreement and this Order.

9 16. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10 days
10 of the date of entry of this Judgment.

11 **IT IS SO ORDERED, ADJUDICATED, AND DECREED:**

12 The Clerk of the Court is hereby ordered to enter this Judgment,

13
14
15 DATED: 04/20/2022



A handwritten signature in black ink, appearing to read "Jon R. Takasugi".

Jon R. Takasugi / Judge

PROOF OF SERVICE

Case No. 20STCV12299

Klugh v. Hillstone Restaurant Group, Inc.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On April 6, 2022, I served the foregoing document described as:

[PROPOSED] JUDGMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.
- X_____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

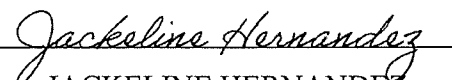
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this April 6, 2022, in Los Angeles, California.


JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 20STCV12299

Klugh v. Hillstone Restaurant Group, Inc.

Greg S. Labate

glabate@sheppardmullin.com

Bryanne J. Lewis

blewis@sheppardmullin.com

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650 Town Center Drive, 10th Floor

Costa Mesa, CA 92626-1993

Telephone: (714) 513-5100

Facsimile: (714) 513-5130

Attorneys for Defendants HILLSTONE RESTAURANT GROUP, INC.

FILED
Superior Court of California
County of Los Angeles

04/20/2022

Sherril R. Carter, Executive Officer / Clerk of Court

By: A. Escobar Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ISABELLA KLUGH, an individual, on behalf
of the State of California and all aggrieved
employees as a Private Attorney General

Plaintiff,

vs.

HILLSTONE RESTAURANT GROUP, INC.,
a Delaware corporation, and DOES 1-50,
inclusive,

Defendant.

Case No. 20STCV12299

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

~~[PROPOSED]~~ ORDER

The Court has received and considered the Stipulation and Agreement for PAGA Representative Action Settlement ("Settlement Agreement") entered into between Plaintiff ISABELLA KLUGH, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the Defendant HILLSTONE RESTAURANT GROUP, INC.

Having received and considered the Stipulation and Agreement and the supporting papers filed, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1 1. The California Labor Workforce and Development Agency (“LWDA”) has been
2 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
3 (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement
4 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
5 Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice
6 requirements of PAGA.

7 2. The Court confirms approval of the Settlement as to the Aggrieved Employees.

8 3. The Court has jurisdiction over the subject matter of this litigation, over all
9 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
10 Settlement.

11 4. The Settlement is approved under Labor Code § 2699(1)(2).

12 5. The PAGA Settlement Notice to Aggrieved Employees fairly and adequately
13 describes the Action, the approved Settlement, and is the best notice practicable under the
14 circumstances.

15 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
16 releases all Released Claims against the Released Parties.

17 7. The Gross Settlement Amount and the methodology used to calculate the Individual
18 Penalty Payments in accordance with the Settlement is approved.

19 8. The Court approves ILYM to act as the Settlement Administrator. The Court awards
20 the Settlement Administrator in this Action its actual fees and costs in accordance with the terms of
21 the Settlement Agreement, not to exceed \$11,500.00.

22 9. The Court approves the Koul Law Firm as PAGA Counsel.

23 10. The Court awards PAGA Class Counsel attorneys’ fees in the amount of \$175,982.00
24 and actual litigation costs of \$ \$10,111.29, both of which the Court finds to be fair and reasonable.
25 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
26 terms of the Settlement Agreement.

27 11. The Court authorizes the Settlement Administrator to calculate and pay the
28 Individual Penalty Payments in accordance with the terms of the Settlement Agreement.

1 12. The Court finds that LWDA Payment of \$247,805.03 as its share of the settlement
2 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
3 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

4 13. Checks for Individual Penalty Payments sent to Aggrieved Employees shall be valid
5 for 180 days after issuance. Funds remaining from any checks for Individual Penalty Payments
6 uncashed after 180 days will be dispersed to the state controller unpaid payment fund in the name
7 of the Aggrieved Employee.

8 14. Upon completion of the Settlement, the Settlement Administrator will provide
9 written certification of the completion to the Court and counsel for the Parties which shall be filed
10 with the Court within 30 days after completion of the Settlement.

11 15. Nothing in this Order or the Settlement shall be construed as an admission or
12 concession by any party.

13 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
14 the date of this Order.

15 **IT IS SO ORDERED:**

16
17 DATED: 04/20/2022



A handwritten signature in black ink, appearing to read "Jon R. Takasugi".

Jon R. Takasugi / Judge

PROOF OF SERVICE

Case No. 20STCV12299

Klugh v. Hillstone Restaurant Group, Inc.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On April 6, 2022, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.
- X_____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

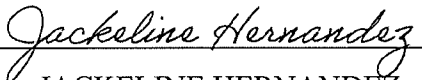
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

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I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this April 6, 2022, in Los Angeles, California.


JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 20STCV12299

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Attorneys for Defendants HILLSTONE RESTAURANT GROUP, INC.