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

MARIA AYALA, individually, and on behalf of
other members of the public similarly situated,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; ROSA HANDS, individually, and
on behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SDH SERVICES WEST, LLC, a Delaware
limited liability company; SODEXO, INC., a
Delaware corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. BCV-21-101933

Honorable Thomas S. Clark
Department 17

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: May 17, 2024
Time: 8:30 a.m.
Dept.: 17

Complaint Filed: August 20, 2021
Trial Date: Not Set

1 Plaintiffs Maria Ayala and Rosa Hands’ (together, “Plaintiffs”) Motion for Final Approval of
2 Class Action Settlement and Motion for Attorneys’ Fees and Expenses, Class Representative Service
3 Awards, and Settlement Administration Costs came before this Court on **May 17, 2024 at 8:30 a.m.**
4 in Department 17 of the above-captioned Court located at 1415 Truxton Avenue, Bakersfield,
5 California 93301.

6 Having received and considered the Stipulation of Class Action Settlement (“Settlement
7 Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action Settlement and
8 Motion for Attorneys’ Fees and Expenses, Class Representative Service Awards, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Jonathan M.
10 Genish, Miriam L. Schimmel, Maria Ayala, Rosa Hands, and Nick Castro on behalf of ILYM Group,
11 Inc., and the evidence and argument received by the Court in conjunction with the Renewed Motion
12 for Preliminary Approval of Class Action Settlement and documents thereto, the Court grants final
13 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
14 DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendants SDH Services West, LLC and Sodexo, Inc. (together, “Defendants”)
17 (collectively, with Plaintiffs, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All individuals who worked for Defendant SDH Services West, LLC at Long Beach
20 Memorial Medical Center as a non-exempt, hourly-paid employee at any time during the period from
21 August 20, 2017 through June 30, 2021, and who were terminated on June 30, 2021.”

22 3. The Court appoints Plaintiffs Maria Ayala and Rosa Hands as the Class Representatives
23 for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish and Miriam L. Schimmel of Blackstone Law,
25 APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendants or any of the other Released Parties.

16 8. The Court finds that no Class Members have opted out of the Settlement.

17 9. The Court finds that no Settlement Class Members have objected to the Settlement.

18 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
19 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from
20 the escalated Maximum Settlement Amount of Class Representative Service Awards to Plaintiffs in
21 the amounts of \$5,000.00 each (total, \$10,000.00).

22 11. The Court approves the payments from the escalated Maximum Settlement Amount of
23 attorneys' fees to Class Counsel in the sum of \$200,000.00 and reimbursement of actual litigation
24 costs and expenses to Class Counsel in the sum of \$16,476.02. The attorneys' fees and reimbursement
25 of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the
26 fee award is determined based on a reasonable percentage of the common fund obtained for the Class.
27 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
28 benefit obtained for the Class.

1 12. The Court approves and orders payment from the escalated Maximum Settlement
2 Amount in the amount of \$9,957.46 to ILYM Group, Inc. for performance of settlement administration
3 services.

4 13. It is hereby ordered that within ten (10) business days after the Effective Date or the
5 date the Settlement Administrator provides Defendants with the information needed to complete the
6 wire transfer, whichever is later, Defendants will deposit the escalated Maximum Settlement Amount
7 into an account established by the Settlement Administrator for administration of the Settlement, in
8 accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within ten (10) calendar days after Defendants provide the
10 Settlement Administrator with the escalated Maximum Settlement Amount, the Settlement
11 Administrator will distribute the Individual Settlement Payments, Attorneys' Fees and Expenses,
12 Class Representative Service Awards, and Settlement Administration Costs.

13 15. Funds from any settlement checks remaining uncashed after one hundred and eighty
14 (180) calendar days will be distributed to the California Controller's Unclaimed Property Fund in the
15 name of the Settlement Class Member thereby leaving no "unpaid residue" subject to the requirements
16 of California Code of Civil Procedure section 384.

17 16. Upon the Effective Date and the Settlement Administrator's receipt of the escalated
18 Maximum Settlement Amount, Plaintiffs and all Settlement Class Members shall release Defendants
19 and their insurers, parents, subsidiaries, affiliated companies, charitable organizations, partners,
20 trustees, directors, officers, clients, agents, servants and employees, past and present and each of them
21 ("Released Parties) of all claims, demands, rights, liabilities, and/or causes of action of any nature and
22 discretion whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that
23 have been asserted or that might have been asserted based on the facts and claims alleged in the
24 operative Complaint and arising during the period from and including August 20, 2017 through June
25 30, 2021 for unpaid wages (including premiums) or other compensation allegedly owed, or for
26 damages, penalties (including without limitation waiting time penalties under Labor Code section
27 203), restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery based on
28 or arising out of the claims and allegations alleged in the Lawsuit, including under the California Labor

Code and corresponding provisions of Wage Orders, for: (1) Failure to Pay Wages Including Overtime; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Vested Vacation Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay Wages Upon Termination; (8) Unfair Competition; and (9) any and all corresponding claims that could have been brought under California law based on the facts and claims alleged in the operative Complaint during the Class Period, including claims for failure to pay wages (including overtime or premium wages). It is the intent of the Parties that this Order and Judgment entered by the Court shall have *res judicata* effect and be final and binding upon Plaintiffs and all Class Members who have not expressly opted out of the Settlement.

17. The individual and representative PAGA claims asserted by Plaintiffs in the operative Complaint are hereby dismissed *with* prejudice as to Plaintiffs, and *without* prejudice as to the representative group and the State of California, pursuant to the requirements of California Rules of Court, Rule 3.770.

18. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

19. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

20. Notice of entry of this Order and Judgment shall be given to the Labor and Workforce Development Agency by uploading a copy of this Order and Judgment to its website.

IT IS SO ORDERED.

Dated: _____

Honorable Thomas S. Clark
Judge of the Superior Court