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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN FRANCISCO**

13 ALMA HEYMAN, an individual, on behalf of
14 himself and on behalf of all persons similarly
15 situated,

16 Plaintiff,

17 vs.

18 RENOIR HM, LLC, a Limited Liability
19 Company; and Does 1 through 50, Inclusive,

20 Defendants.

Case No. **CGC-21-595913**

[PROPOSED] FINAL JUDGMENT

Hearing Date: October 5, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: October 8, 2021

Trial Date: Not set

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23 The parties having settled this action and the Court having entered an Order Granting
24 Final Approval of Settlement and good cause appearing therefor,

25 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26 1. Except as set forth in the Class Action and PAGA Action Settlement Agreement
27 (the "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement,
28

1 Plaintiff Alma Heyman (“Plaintiff”), and all members of the Class, shall take nothing by their
2 complaint(s) in this Action.

3 2. Without affecting the finality of this judgment in any way, pursuant to California
4 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
5 interpretation, administration, implementation, effectuation, and enforcement of this order and the
6 Settlement.

7 3. The Court finds that in consideration of Plaintiff’s awarded Class Representative
8 Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant
9 Renoir HM, LLC (“Defendant”) fully funds the Gross Settlement Amount, Plaintiff generally
10 releases and discharges the Released Parties (as defined in the Agreement) from all claims,
11 transactions, or occurrences that occurred during the Class Period as fully set forth in the
12 Agreement (“Plaintiff’s Release”).

13 4. The Court finds that in consideration for their Individual Class Payments, effective
14 on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
15 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
18 Parties from the Released Class Claims. The “Released Class Claims” are all claims that were
19 alleged, or reasonably could have been alleged, based facts stated in the First Amended Complaint
20 which occurred during the Class Period. The Released Class Claims do not include any other
21 claims, including claims for vested benefits, Plaintiff’s unrelated individual claims are being
22 separately settled (See Section 6.1(b) below), wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security, workers’
24 compensation, or claims based on facts occurring outside the Class Period.

25 5. The Court finds that in consideration for the approved PAGA Penalties payment,
26 effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
27 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in
28 Plaintiff’s capacity as a private attorney general “Aggrieved Employee” acting on behalf of the

1 State of California, the Plaintiff and LWDA are deemed to release, on behalf of themselves and
2 their respective former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and assigns, the Released Parties from all of the Released PAGA Claims. The
4 “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could
5 have been alleged, based on the facts stated in the First Amended Complaint and the PAGA Notice,
6 which occurred during the PAGA Period, which occurred during the PAGA Period. The Released
7 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
8 wrongful termination, discrimination, unemployment insurance, disability and worker’s
9 compensation, and PAGA claims outside of the PAGA Period.

10 6. The Parties shall bear his, her, its or their own respective attorneys’ fees and costs
11 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
12 Class Action Settlement, and this Judgment.

13 7. The Court enters final judgment in the Action in accordance with the Agreement
14 and this Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
15 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
16 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
17 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

18 8. Upon completion of administration of the settlement, the Settlement Administrator
19 will provide written certification of such completion to the Court and counsel for the parties. The
20 Court sets a compliance hearing date of July 11, 2024, at 9:30 a.m., and the written certification
21 of the Administrator shall be filed no later than fourteen (14) days before this hearing.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

23 Dated: _____

24 _____
25 The Honorable Richard B. Ulmet
26 Judge of the Superior Court
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