

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

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11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF SAN FRANCISCO**
16

17 ALMA HEYMAN, an individual, on behalf
18 of himself and on behalf of all persons
19 similarly situated,

20 Plaintiff,

21 vs.

22 RENOIR HM, LLC, a Limited Liability
23 Company; and Does 1 through 50,
24 Inclusive,

25 Defendants.

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

27 **NOTICE OF ENTRY OF JUDGMENT**

28 Hearing Date: October 5, 2023

Hearing Time: 9:30 a.m.

[Hearing scheduled by Order dated June 1, 2023 at
paragraph 12]

Judge: Hon. Richard B. Ulmer

Dept: 302

Date Filed: October 8, 2021

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 5, 2023, the Court entered the
3 Order Granting Motion for Final Approval and the Judgment in the above entitled action. A
4 true and correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct
5 copy of the Order Granting Motion for Final Approval is attached hereto as Exhibit #2. The
6 Order and the Judgment are also served on the LWDA pursuant to the Proof of Service
7 below.

8 Respectfully submitted,

9
10 Dated: October 6, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On September 8, 2023, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
3. **DECLARATION OF NORMAN BLUMENTHAL IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**
4. **DECLARATION OF KEVIN LEE**
5. **[PROPOSED] FINAL APPROVAL ORDER**
6. **[PROPOSED] FINAL JUDGMENT**

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided

the documents referenced above electronically via electronic mail (e-mail) to counsel for

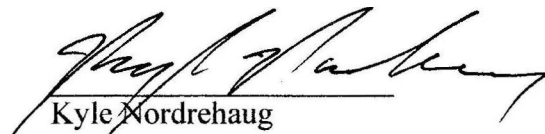
Defendant at the following confirmed e-mail addresses:

STOKES WAGNER, ALC
Hayden R. Pace
Christina J. Tantoy
Trina Khadoo
One Harbor Drive, Suite 211
Sausalito, CA 94965
Telephone: (415) 943-9471
Facsimile: (619) 232-4840
Emails:
hpace@stokeswagner.com
ctantoy@stokeswagner.com
tkhadoo@stokeswagner.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2023, at La Jolla, California.


Kyle Nordrehaug

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

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10 Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT 5 2023

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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,
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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: 10/5/23

24 Ulmet
25 The Honorable Richard B. Ulmet
26 Judge of the Superior Court
27
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**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

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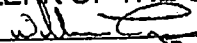
Website: www.bamlawca.com

Attorneys for Plaintiff

FILED
San Francisco County Superior Court

OCT - 5 2023

CLERK OF THE COURT

BY:  Deputy Clerk

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

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

Plaintiff,

vs.

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

Defendants.

Case No. CGC-21-595913

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

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

1 On October 5, 2023, a hearing was held on the motion of Plaintiff Alma Heyman
2 (“Plaintiff”) for final approval of the Class Action and PAGA Action Settlement Agreement (the
3 “Agreement”) with Defendant Renoir HM, LLC (“Defendant”) and payments to the Plaintiff,
4 Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”)
5 and the Administrator.

6 The parties have submitted their Agreement, which this Court preliminarily approved by
7 its June 1, 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary
8 Approval Order, Class Members have been given notice of the terms of the Agreement and the
9 opportunity to comment on or object to it or to exclude themselves from its provisions.

10 Having received and considered the Settlement, the supporting papers filed by the parties,
11 and the evidence and argument received by the Court at the hearing before it entered the
12 Preliminary Approval Order and the final approval hearing on October 5, 2023, the Court grants
13 final approval of the Settlement, and HEREBY ORDERS as follows:

14 1. The certification of the Class is confirmed for the sole and exclusive purpose of
15 entering a settlement in this matter:

16 All individuals who were employed by Defendant in California and
17 classified as hourly, non-exempt employees at any time during the Class
Period. The Class Period is December 1, 2018 through December 31, 2022.

18 2. The Administrator received zero (0) valid requests for exclusion from the Class.
19 As a result, there are no individuals who are excluded from the Class.

20 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
21 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP as Class Counsel for the Class.

23 4. Pursuant to the Preliminary Approval Order, a Court Approved Notice of Class
24 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
25 Class Member by first-class mail. These papers informed Class Members of the terms of the
26 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
27 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
28 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding

1 final approval of the Settlement. Adequate periods of time were provided by each of these
2 procedures to provide notice of their rights and time for Class Members to act with respect to these
3 rights. No Class Member objected to the Settlement as part of this notice process or stated an
4 intent to appear at the final approval hearing.

5 5. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the Class Notice provided in this case was the best notice practicable and it
9 satisfied the requirements of law and due process.

10 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the proposed Class, as defined in the definitions section of the Agreement and
12 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
13 that the Class is finally approved and certified as a class for purposes of the Settlement.

14 7. The Court further finds and determines that the Gross Settlement Amount of Five
15 Hundred Sixty Thousand Dollars (\$560,000) and the terms of the Settlement are fair, reasonable,
16 and adequate to the Class and to each Class Member. The Class Members who have not opted-
17 out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement as all
18 individuals who were employed by Defendant in California and classified as hourly, non-exempt
19 employees at any time during the PAGA Period which is July 9, 2020 through December 31, 2022)
20 will be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will
21 be sent an Individual PAGA Payment, regardless of whether they opt-out of the Class. The
22 Settlement is ordered finally approved, and all terms and provisions of the Settlement should be
23 and hereby are ordered to be consummated.

24 8. The Court finds and determines that the Individual Class Payments to be paid to
25 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
26 Court hereby grants final approval to and orders the payment of those amounts to be made to the
27 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.
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1 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
2 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
3 on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff
4 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
5 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

6 10. The Court finds and determines that the resolution of the Released PAGA Claims
7 and the PAGA Penalties of Fifteen Thousand Dollars (\$15,000), which includes payment to the
8 LWDA of \$11,250 as its share of the settlement of civil penalties and the allocation of \$3,750 to
9 the Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby
10 grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid
11 out of the Gross Settlement Amount in accordance with the Agreement.

12 11. The Court finds and determines that the fees and expenses of Phoenix Class Action
13 Administration Solutions in administering the settlement, in the amount of \$9,500, are fair and
14 reasonable. The Court hereby grants final approval to such amount and orders that the payment
15 of approximately that amount be paid out of the Gross Settlement Amount in accordance with the
16 Agreement.

17 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
18 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
19 and the risks he undertook, the Court hereby approves the payment of the Class Representative
20 Service Payment to Plaintiff in the amount of \$10,000. The Class Representative Service
21 Payments shall be paid from the Gross Settlement Amount.

22 13. Pursuant to the authorities and argument presented to the Court, the Court approves
23 the payment of attorneys' fees to Class Counsel in the sum of \$186,666, plus costs and expenses
24 in the amount of \$ 10,055.32. Said amounts shall be paid from the Gross Settlement Amount.

25 14. The parties are hereby ordered to comply with the terms of the Settlement.

26 15. Without affecting the finality of this order in any way, pursuant to California Code
27 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
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1 interpretation, administration, implementation, effectuation, and enforcement of this order and the
2 Settlement.

3 **IT IS SO ORDERED.**

4 Dated: 10/5/23

5 RU
6 The Honorable Richard B. Ulmer Judge of
7 the Superior Court
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