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Attorneys for Plaintiff ALICIA HERNANDEZ

**FILED**  
Superior Court of California  
County of Los Angeles

**03/29/2024**

David W. Slayton, Executive Officer / Clerk of Court

By: N. DiGiambattista Deputy

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

**ALICIA HERNANDEZ**, an individual, and on  
behalf of other similarly situated individuals and  
the State of California

Plaintiffs,

vs.

**AWESOME DOUGHNUT, LLC; and DOES**  
**1-50,**

Defendants

Case No. 22STCV02415

[Assigned for all purposes to Hon. Jill Feeney, Dept.  
78]

**~~PROPOSED~~ FINAL JUDGMENT AND ORDER  
OF DISMISSAL**

Hearing Date: March 28, 2024  
Time: 8:30 a.m.  
Department: 78

1 On January 31, 2024, and March 28, 2024 Plaintiff Alicia Hernandez’s motion for approval of the  
2 Settlement Agreement between the above-captioned parties came on regularly for hearing pursuant to the  
3 California Private Attorneys General Act, Labor Code section 2699, *et seq.* (“PAGA”). Appearances  
4 were as stated in the record. Having considered the motion, the original Settlement Agreement, the  
5 Amended Settlement Agreement all supporting documents, and the arguments of counsel, and GOOD  
6 CAUSE having been shown, Plaintiff’s motion is GRANTED.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 The Court hereby approves the parties’ proposed Amended Joint Stipulation of Settlement and  
9 Release of PAGA Action (“Amended Settlement Agreement”), attached as Exhibit C to the Supplemental  
10 Declaration of Dennis Moss, entered into between Plaintiff as an individual and on behalf of the State of  
11 California and as an “aggrieved employee” acting as private attorney general under PAGA, on the one  
12 hand, and Defendant Awesome Doughnut LLC ( “Defendant”) on the other, as follows:

13 1. All capitalized terms used here and not otherwise defined shall have the same meaning as  
14 given in the Amended Agreement.

15 2. The Court has jurisdiction over the subject matter of this action, all PAGA Members, the  
16 State of California, and Defendant.

17 3. The Court finds and determines that the parties have satisfied the requirements of Section  
18 2699(l)(2) of PAGA, by submitting the Amended Settlement Agreement to the Labor Workforce and  
19 Development Agency (“LWDA”).

20 4. The Court APPROVES the parties’ Amended Settlement Agreement adjudging the terms  
21 thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions.

22 5. The Court APPROVES the Notice of Settlement (referred to as “Settlement Letter”),  
23 attached as Exhibit A to the Amended Settlement Agreement, as to form and content, and directs the  
24 Settlement Administrator to distribute it along with the Settlement shares to the PAGA Members  
25 pursuant to the terms of the Amended Agreement.

26 6. The Court APPROVES the parties’ Amended Settlement Agreement in the Gross  
27 Settlement Amount of \$60,000.

1           7.       The Court APPROVES and APPOINTS Phoenix Settlement Administrators to administer  
2 the Settlement.

3           8.       The Court APPROVES and ORDERS that, of the Gross Settlement Amount, \$10,604.82  
4 is awarded to and to be distributed to the PAGA Members, \$2,775 is awarded as administrative costs to  
5 be paid to the Settlement Administrator, \$31,814.47 is awarded to and shall be paid to the LWDA, and  
6 \$14,805.71 is awarded as attorneys' fees and costs to be paid to Plaintiff's Counsel Moss Bollinger,  
7 LLP.

8           9.       Pursuant to section 4.4.3 of the Amended Settlement Agreement, any funds associated  
9 with uncashed checks after one hundred eighty (180) calendar days will be sent to the Controller of the  
10 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et  
11 seq., for the benefit of those Settlement Group Members whose checks were voided.

12          10.      The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any party,  
13 other than as specified in the Amended Settlement Agreement and this Order.

14          11.      In consideration of the Gross Settlement Amount provided under the Amended  
15 Agreement, and for other good and valuable consideration, each of the PAGA Members and the State of  
16 California shall, by operation of this Judgment, irrevocably release, acquit, and forever discharge  
17 Defendants and the Released Parties, as defined in the Amended Settlement Agreement, of all claims and  
18 theories that were set forth, or that could have been set forth based on the facts alleged in the Action  
19 during the PAGA Period, including but not limited to under the California Labor Code sections 201, 202,  
20 226.7, 2698 et seq., and related IWC Wage Orders, based on Defendants' alleged failure to properly  
21 calculate rest and meal period premiums as required by California law and failure to timely pay all wages  
22 upon cessation of employment (collectively "Released Claims").

23          12.      As a result of this Judgment, the PAGA Representative/Plaintiff, the State of California,  
24 and all PAGA Members are barred from prosecuting any claims covered by the release set forth in the  
25 Amended Settlement Agreement against Defendants and the Released Parties.

26          13.      This Judgment is the Final Judgment in the suit as to all Released Claims.

27          14.      In the event that the Settlement Effective Date does not occur, this Judgment shall be  
28 rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the

contrary in the Amended Settlement Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, PAGA Members, the State of California, and Defendants.

**IT IS SO ORDERED.**

Dated: March 29, 2024



*Jill Feeney*

Hon. Jill Feeney, Judge of the Superior Court  
Jill Feeney / Judge