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Attorneys for Plaintiff, Roberto Rizo

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

ROBERTO RISO, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

MOUNT SAINT MARY'S UNIVERSITY; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV41382

[Honorable David S. Cunningham,
Department 11]

**AMENDED ~~[PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF
ROBERTO RIZO'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AGREEMENT**

FINAL APPROVAL HEARING

Date: January 8, 2024
Time: 10:30 AM
Dept: 11

Complaint Filed: November 10, 2021
Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Roberto Rizo’s Motion for Preliminary
2 Approval of Class and PAGA Action Settlement Agreement on September 8, 2023. Plaintiff Roberto
3 Rizo (“Plaintiff”) now seeks an Order and Judgment Granting Final Approval of the same Joint
4 Stipulation of Class and PAGA Action Settlement Agreement ("Settlement") between Plaintiff and
5 Defendant Mount Saint Mary’s University ("Defendant"), attached to the Declaration of Kane Moon
6 in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement
7 Agreement as **Exhibit 1**.

8 The Court, having considered Plaintiff’s Notice of Motion and Motion for Final Approval of
9 Class and PAGA Action Settlement Agreement (“Motion”), the supporting Declarations and Exhibits
10 therein, the records and files in this Action, and the absence of any written objections or requests for
11 exclusion from the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
12 **DECREES AS FOLLOWS:**

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
14 forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
16 Class Members, all Aggrieved Employees, and Defendant.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all non-
20 exempt employees of Defendant who worked in California in the period from November 10, 2017,
21 through July 4, 2023. *Settlement*, ¶ 1.5.

22 The Parties shall bear their own respective attorneys' fees and costs, except as provided for in
23 the Settlement and approved by the Court.

24 No Class Members have objected to the terms of the Settlement, and no Class Members have
25 requested exclusion from the Settlement. *Declaration of Madely Nava* (“*Nava Decl.*”), ¶¶ 11, 12.

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1 Plaintiff, all Participating Class Members, and all Aggrieved Employees shall have, by
2 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
3 discharged all Released Parties from all Released Class Claims and Released PAGA Claims on the
4 date Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
5 owed on the Wage Portion of the Individual Class Payments, as stated in the Settlement (*See*
6 *Settlement*, ¶ 5) and reproduced here:

- 7 1. **“Released Parties”** means Defendant and all related companies, subsidiaries, owners,
8 shareholders, founders and members (i.e., the Sisters of St. Joseph of Carondelet),
9 agents (including, without limitation, any investment bankers, accountants, insurers,
10 reinsurers, attorneys and any past, present or future officers, directors and employees)
11 predecessors, successors, heirs, executors, administrators, and assigns, and all persons
12 acting by, through, under, or in concert with any of them. *Settlement*, ¶ 1.41.
- 13 2. **Release by Plaintiff.** Plaintiff and his respective former and present spouses,
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally, release and discharge Released Parties from all claims, transactions, or
16 occurrences that occurred during the Class Period, including, but not limited to: (a) all
17 claims that were, or reasonably could have been, alleged, based on the facts contained,
18 in the Operative Complaint (including without limitation claims for unpaid wages
19 [including minimum, overtime, and regular rate wages], missed meal and rest periods,
20 unreimbursed business expenses, waiting time penalties, payroll stub violations, and
21 unfair business practices) and (b) all PAGA claims that were, or reasonably could have
22 been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA
23 Notice, or ascertained during the Action and released under the Release by
24 Participating Class Members. *Settlement*, ¶ 1.51. For purposes of Plaintiff’s Release,
25 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
26 of Section 1542 of the California Civil Code. *Settlement*, ¶ 5.1.1.

3. **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, any and all claims involving any alleged (a) failure to pay all minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) all claims under California Business & Professions Code §§ 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. *Settlement*, ¶ 5.2.

1 4. **Release by Aggrieved Employees.** All Aggrieved Employees are deemed to release,
2 on behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
4 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
5 based on the PAGA Period facts stated in the Operative Complaint and the PAGA
6 Notice and ascertained in the course of the Action. *Settlement*, ¶ 5.3.

7 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
8 and pay the Individual Class Payments and Individual PAGA Payments are fair and reasonable. The
9 Administrator is authorized to pay the Individual Class Payments and Individual PAGA Payments to
10 the Participating Class Members and Aggrieved Employees in accordance with the terms of the
11 Settlement.

12 Defendant shall pay a total of \$950,000.00 to resolve the Action. *Settlement*, ¶ 3.1; *Nava*
13 *Decl.*, ¶ 14. Defendant will fund the settlement account within fourteen (14) days of the Effective
14 Date. *Settlement*, ¶ 4.3. The Administrator will mail checks for the Individual Class Payments,
15 Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class
16 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
17 Service Payment within fourteen (14) days after Defendant has funded the Gross Settlement Amount.
18 *Settlement*, ¶ 4.4.

19 From the Gross Settlement Amount, PAGA Penalties of \$60,000.00 shall be divided among
20 the California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees.
21 *Settlement*, ¶ 3.2.5; The LWDA shall receive 75% of the PAGA Penalties, or \$45,000.00, and the
22 Aggrieved Employees shall receive 25% of the PAGA Penalties, or \$15,000.00, pursuant to the
23 Private Attorneys General Act of 2004, *California Labor Code* sections 2699, *et. seq.* *Settlement*, ¶
24 3.2.5.1; *Nava Decl.*, ¶¶ 14, 16.

25 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
26 of \$5,000.00 shall be paid to Plaintiff Roberto Rizo for his service to the Class and general release of
27 claims. *Settlement*, ¶ 3.2.1, 5.1; *Nava Decl.*, ¶ 14. Roberto Rizo is hereby confirmed as Class
28 Representative.

1 From the Gross Settlement Amount, a Class Counsel Fees Payment in the amount of
2 \$316,666.66 and Class counsel Litigation Expenses Payment in the amount of \$18,507.61 shall be
3 paid to Class Counsel for their reasonable fees and actual costs incurred in furtherance of the Action.
4 *Settlement*, ¶ 3.2.2; *Nava Decl.*, ¶ 14; *Declaration of Kane Moon*, Exh. 4. The fees and costs shall be
5 distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
6 reasonable in light of the benefit provided to the Class. Moon Law Group, P.C. is hereby confirmed
7 as Class Counsel.

8 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
9 \$9,500.00 shall be paid to the designated Administrator, APEX Class Action Administration.
10 *Settlement*, ¶ 3.2.3; *Nava Decl.*, ¶ 14.

11 The Notice provided to the Class conforms with the requirements of *California Rules of*
12 *Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
13 providing individual notice to all Class Members who could be identified through reasonable effort
14 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
15 The Notice fully satisfies the requirements of Due Process.

16 The Parties are ordered to have notice of this Final Order and Judgment sent to all
17 Participating Class Members and Aggrieved Employees in accordance with *California Rules of*
18 *Court* section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments
19 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to
20 *California Labor Code* section 2699(1).

21 The Court shall retain jurisdiction with respect to all matters related to the administration and
22 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
23 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
24 determination of all controversies relating thereto.

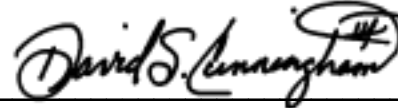
25 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
26 to be immediately appealable.

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement Agreement is
2 hereby granted, and the Court directs that Judgment shall be entered in accordance with the terms of
3 this Order.

4 The Court sets a Non-Appearance Case Review Re: Filing Final Report for January 8, 2025
5 at 8:30 a.m. in Department 11 of the Spring Street Courthouse.

6 **IT IS SO ORDERED.**

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8 DATE: 01/22/2024



Honorable David S. Cunningham, Judge of the Superior Court
of California for the County of Los Angeles

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los
Angeles, California 90017. On **January 12, 2024**, I served the foregoing document described as:

5 **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF ROBERTO**
6 **RIZO'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION**
7 **SETTLEMENT AGREEMENT**

8 X by E-mailing ____ the original X a true copy to the following:

9 **Lagasse Branch Bell + Kinhead LLP**
Jennifer Branch, Esq. (jbranch@lbbklaw.com)
Heather Stone, Esq. (hstone@lbbklaw.com)
4365 Executive Drive, Suite 950
San Diego, CA 92121
Phone: (858) 345-5080
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12 *Attorneys for Defendant Mount Saint Mary's University*

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14 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
15 accept electronic service, I caused the documents to be sent to the persons at the
electronic service addresses listed above via third-party cloud service
CASEANYWHERE.

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

18 Executed this, **January 12, 2024** at Los Angeles, California.

19 Janelle Jickain
20 Type or Print Name

20 /s/ Janelle Jickain
Signature