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similarly situated and aggrieved

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KIMBERLY N. FEDERICS,
CHELSEA WOODS, JOANNA WANG,
ALEXANDRA HELEN MILLS, and DYLAN
ANDERSON on behalf of themselves and all
others similarly situated and aggrieved,

Plaintiffs,

v.

THE HWOOD GROUP, LLC, a Delaware
limited liability company; SUNSET HOTEL
F&B, LLC, a California limited liability
company; DBDJ, LLC, a Delaware limited
liability company; 755 TACOS, LLC, a
California limited liability company; WEST
BEVERLY GROUP LLC, a Delaware limited
liability company; COSMO
ENTERTAINMENT, LLC, a California
limited liability company; THE NICE GUY,
LLC, a California limited liability company;
BEVERLY SHERBOURNE, LLC, a
California limited liability company;
CHANGE THE CHANNEL, LLC, a Delaware
limited liability company; KBKW, LLC, a
California limited liability company; SLAB
PASADENA, LLC, a Delaware limited
liability company; SLAB BBQ, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV44105

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

~~[PROPOSED]~~ JUDGMENT

FILED
Superior Court of California
County of Los Angeles
06/25/2025
David W. Slayton, Executive Officer / Clerk of Court
By: L. McGreené Deputy

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1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the Parties’ Joint Class Settlement & Release Agreement (“Settlement,”
7 “Agreement” or “Settlement Agreement”). All terms used herein shall have the same meaning as
8 defined in the Settlement Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 individuals currently or formerly employed by defendants The Hwood Group, LLC (formerly
11 known as Cosmo Entertainment, LLC) (“Hwood”), Sunset Hotel F&B, LLC (“Sunset Hotel”),
12 DBDJ, LLC (“DBDJ”), 755 Tacos, LLC (“755 Tacos”), West Beverly Group LLC (“West
13 Beverly”), The Nice Guy LLC (“Nice Guy”), Change the Channel LLC (“Change the Channel”),
14 Beverly Sherbourne LLC (“Beverly Sherbourne”), Slab Pasadena, LLC (“Slab Pasadena”), Slab
15 BBQ, LLC (“Slab BBQ” and collectively, “Defendants”) in the State of California and classified as
16 an hourly, non-exempt employee at any time from December 3, 2017 through November 15, 2023
17 (“Class Period”).

18 3. “Aggrieved Employees” means all members of the Settlement Class employed by
19 Defendants in California at any time during the “PAGA Period,” defined as November 3, 2020
20 through November 15, 2023.

21 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
22 to the Settlement, and zero (0) submitted any Workweek disputes.

23 5. No later than fourteen (14) days after the Effective Date, Defendants shall fund the Gross
24 Settlement Fund by wiring the Gross Settlement Amount and Defendants’ share of employer-side
25 payroll taxes to a Qualified Settlement Fund (“QSF”) that shall be set up, held and controlled by the
26 Settlement Administrator. The Parties agree that the QSF is intended to be a “Qualified Settlement
27 Fund” under Section 468B of the Code and Treas. Reg. section 1.469B-1, 26CFR section 1.468B-
28 1, et seq., and will be administered by the Settlement Administrator as such.

1 6. Within ten (10) days after receipt of the Gross Settlement Fund, the Settlement
2 Administrator shall distribute all payments owing under the Settlement, including (1) the individual
3 settlement payments to all members of the Settlement Class who did not opt-out of the Settlement,
4 (2) Plaintiffs' Counsel Fees, (3) Plaintiffs' Counsel Costs, (4) Service Awards, (5) the PAGA
5 Payment, and (6) Settlement Administration Costs.

6 7. The settlement checks to Aggrieved Employees and Participating Individuals shall be
7 valid for one hundred and eighty (180) calendar days. Any settlement checks remaining uncashed
8 after expiration of that period shall be voided and the amount shall be deposited with the State of
9 California Controller's Office of Unclaimed Funds in the name of the individual to whom the
10 settlement check had been addressed. Aggrieved Employees and Participating Individuals shall be
11 bound by this Agreement, regardless of whether he or she cashes his or her settlement payment.

12 8. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
13 Fund, as well as employer-side taxes, and except as to such rights or claims as may be created by
14 this Settlement, all Participating Individuals shall release the Released Parties from all "Class
15 Released Claims" from December 3, 2017 through November 15, 2023, which are defined as: any
16 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
17 damages, or causes of action, contingent or accrued, that were asserted or could have been asserted
18 based on the facts alleged in the consolidated Fourth Amended Complaint in this Action, which
19 includes claims for (1) failure to pay minimum wage for all hours worked in violation of Labor Code
20 sections 218.6, 1194, 1194.2, 1197, and 1197.1, and the applicable IWC Wage Order(s); (2) failure
21 to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the
22 applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest
23 break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s);
24 (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of
25 Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain
26 accurate employment, time, and payroll records in violation of Labor Code section 226, 432, 1174
27 and 1174.5, 1198.5; (6) failure to pay timely wages during employment in violation of Labor Code
28 sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor

1 Code sections 200, 201, 202, 203, 204, 218.6; (8) failure to reimburse business expenses in violation
2 of Labor Code sections 2800, 2802, 2804 and 2810.3; (9) failure to provide complete and accurate
3 wage statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or
4 otherwise unlawful business practices based on the foregoing in violation of California's Unfair
5 Competition Law (Bus. & Prof. Code, §§ 17200–17210); (11) statutory penalties based on the
6 foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (12) all claims for liquidated
7 damages, penalties, interest, fees, costs based on the foregoing.

8 9. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
9 Fund, and except as to such rights or claims as may be created by this Settlement, Plaintiffs, on
10 behalf of the State of California and Aggrieved Employees, shall release the Released Parties, from
11 any and all claims for civil penalties under the California Private Attorney General Act (Cal. Labor
12 Code § 2698 et seq.) that were asserted or could have been asserted based on the facts alleged in the
13 consolidated Fourth Amended Complaint in the this Action, which includes civil penalties for
14 violation of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 226.8, 432, 500,
15 510, 512, 558, 970, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 2699, 2802, 2810.3, and 2810.5, and
16 the applicable Wage Order(s) that were alleged or could have been alleged based on the facts of the
17 consolidated Fourth Amended Complaint in this Action.

18 10. The “Released Parties” shall include: Defendants, along with any owner, member,
19 parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors,
20 attorneys, and healthcare facility clients thereof.

21 11. This document shall constitute a Judgment for purposes of California Rules of Court,
22 Rule 3.769(h).

23 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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25 Dated: 06/25/2025, 2025



Camryn B. Kuhl

Camryn B. Kuhl / Judge
Judge of the Superior Court