

1 **Final POBIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

2 *david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

3 *vedang@tomorrowlaw.com*

Brandon M. Chang (SBN 316197)

4 *brandon@tomorrowlaw.com*

8484 Wilshire Boulevard, Suite 500

5 Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

6 Attorneys for Plaintiff, CHRISTEN D. HARDY, on
7 behalf of herself and all others aggrieved

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 22 2024

BY


JESSICA MORALES, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN BERNARDINO**

10 CHRISTEN D. HARDY, on behalf of herself
11 and all others similarly situated and aggrieved,

12 Plaintiff,

13 v.

14 TEXAS ROADHOUSE MANAGEMENT
CORP., a Kentucky corporation; TEXAS
15 ROADHOUSE, INC., a Delaware corporation;
and DOES 1 through 100, inclusive,

16
17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: CIVSB2222259

[Assigned to the Hon. Jessica Morgan in Dept.
S26]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Christen D. Hardy ("Plaintiff") for
2 Approval of Representative Action Settlement ("Motion"), the Declarations of David D. Bibiyan,
3 Vedang J. Patel, Jodey Lawrence, and Plaintiff Christen D. Hardy, the Joint Stipulation Re:
4 Representative Action Settlement ("Settlement" or "Settlement Agreement" or "Agreement"), the
5 PAGA Payment Letter and good cause appearing therefore, the Court hereby **ORDERS,**
6 **ADJUDGES AND DECREES THAT:**

7 1. The definitions set out in the Settlement Agreement are incorporated by reference
8 into this Order; all terms defined therein shall have the same meaning in this Order.

9 2. The Motion concerns Plaintiff's action under the Private Attorneys General Act of
10 2004 ("PAGA") against defendants Roadhouse Management Corp. and Texas Roadhouse, Inc.
11 (collectively "Defendants") entitled *Christen D. Hardy v. Roadhouse Management Corp. et al.*, San
12 Bernardino County Superior Court Case No. CIVSB2222259 (hereinafter, Plaintiff and Defendants
13 will be collectively referred to as "the Parties").

14 3. The Settlement resolves the PAGA Action brought on behalf of Aggrieved
15 Employees defined as follows: all current and former non-exempt, hourly-paid employees who were
16 employed by Defendants during the period between October 4, 2021 through June 22, 2023 ("PAGA
17 Period" or "Settlement Period").

18 4. "Pay Period" or means any pay period when an Aggrieved Employee worked at any
19 time as an employee for Defendants in a non-exempt, hourly-paid position during the PAGA Period,
20 based on timekeeping data and applicable hire dates, re-hire dates (as applicable), and termination
21 dates (as applicable).

22 5. The Settlement is based on Defendants' representation that that as of April 11, 2023
23 there were approximately 61,385 Pay Periods worked by Aggrieved Employees during the PAGA
24 Period. In the event the number of Pay Periods worked by Aggrieved Employees during the PAGA
25 Period/Settlement Period exceeds the amount represented at the mediation by more than twelve and
26 one-half percent (12.5%) or 7,673 Pay Periods, then the Gross Settlement Amount shall increase
27 proportionally for every Pay Period in excess of 69,058 Pay Periods multiplied by the Pay Period
28 Value. The Pay Period Value shall be calculated by dividing the originally agreed-upon Gross

1 Settlement Amount (\$675,000.00) by 61,385 Pay Periods, which amounts to a Pay Period Value of
2 \$11.00. Thus, for example, should there be 70,000 Pay Periods worked by Aggrieved Employees
3 during the PAGA Period/Settlement Period, then the Gross Settlement Amount shall be increased
4 by \$10,362.00. ((70,000 Pay Periods – 69,058 Pay Periods) x \$11.00 per Pay Period.). In the event
5 Defendants do not want to pay the increased amount, Defendants, at their sole option, can elect to
6 move the end of the PAGA Period/Settlement Period (the ending date of the period covered by the
7 release of claims provided for herein) up to the date on which 69,058 Pay Periods were actually
8 worked by the Aggrieved Employees. For example, if the total number of Pay Periods actually
9 worked by the Aggrieved Employees as of June 15, 2023 is 69,058, and Defendants do not wish to
10 increase the dollar value of the settlement, the Parties agree that the end of the PAGA
11 Period/Settlement Period and the ending date of the period covered by the release of claims set forth
12 herein, will be June 15, 2023 and not the date stated herein. Defendants shall notify Plaintiff of their
13 election within ten (10) calendar days of being notified by the Settlement Administrator the number
14 of Pay Periods has exceeded 69,058 Pay Periods during the PAGA Period.

15 6. Plaintiff's Counsel investigated the claims alleged, performed legal research, and
16 conducted analysis of Defendants' policies and practices. They also attended mediation, which after
17 further negotiations, resulted in the Settlement Agreement that was fully executed.

18 7. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
19 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

20 8. The Court appoints plaintiff Christen D. Hardy ("Plaintiff") as the PAGA
21 Representative for Settlement purposes only.

22 9. The Court appoints David D. Bibiyan of Bibiyan Law Group, P.C., as Plaintiff's
23 Counsel for the Aggrieved Employees for settlement purposes only.

24 10. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix"). as
25 the "Settlement Administrator" or "Administrator".

26 11. The Court approves, as to form and content, the PAGA Payment Letter attached as
27 Exhibit 2 to the Declaration of Brandon M. Chang.

28

1 12. The Court approves the Gross Settlement Amount of \$675,000.00, as the same may
2 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

3 a. One-third (1/3) of the Gross Settlement Amount shall be allocated as
4 reasonable attorneys' fees for Plaintiff's Counsel which, unless escalated
5 pursuant to the Settlement Agreement, shall amount to \$225,000.00;

6 b. The sum of \$15,117.86 shall be allocated as reasonable litigation costs and
7 paid to Plaintiff's Counsel.

8 c. The sum of \$7,500.00 shall be paid to Plaintiff as an Enhancement Award
9 Payment for serving as PAGA Representative in the Action and providing a
10 broader release to Defendants.

11 d. The sum of \$12,950.00 shall be paid to the Settlement Administrator,
12 Phoenix, for its services in administering the Settlement.

13 e. After deducting the above amounts, the Court approves the remaining Net
14 Settlement Amount for PAGA penalties and orders 75% of that sum to be
15 paid to the California Labor and Workforce Development Agency and 25%
16 to be paid to the Aggrieved Employees pursuant to Labor Code § 2699(i).

17 13. "Effective Date" means the date by which the last of the following has occurred: (a)
18 the Court has entered a judgment approving the settlement, and (b) the judgment becomes final,
19 meaning that the State of California has not filed an objection or sought to intervene, and the
20 judgment has been entered.

21 14. Within fourteen (14) calendar days after the Effective Date, Defendants will provide
22 the Aggrieved Employee List to the Settlement Administrator. The Aggrieved Employee List will
23 include information regarding the Aggrieved Employees compiled from Defendants' records and
24 provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each
25 Aggrieved Employee's: (1) full name; (2) last known address; (3) last known phone number; (4)
26 social security number; and (5) hire date(s), termination dates(s) (as applicable), and re-hire date(s)
27 (as applicable) (the "Aggrieved Employees List").
28

1 15. Within fourteen (14) calendar days after the Effective Date, Defendants will deposit
2 the Gross Settlement Amount into a settlement fund to be established by the Settlement
3 Administrator.

4 16. Within ten (10) calendar days after Defendants deposit the Gross Settlement Amount
5 into a settlement fund, the Settlement Administrator will issue payments to: (a) the Aggrieved
6 Employees; (b) the LWDA; (c) Plaintiff's Counsel for the Attorneys' Fees payment and Plaintiff's
7 Counsel's Attorneys' Costs payment; and (d) the Settlement Administrator.

8 17. Because this is a PAGA action, based on the Parties' understanding of the PAGA
9 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
10 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
11 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
12 she negotiates his or her settlement check.

13 18. The Settlement Administrator will mail Individual Settlement Payments to the
14 Aggrieved Employees, along with the PAGA Payment Letter, via regular First-Class U.S. Mail,
15 using the most current, known mailing addresses identified in the Aggrieved Employees List.

16 19. The funds represented by Individual Settlement Payment checks remaining uncashed
17 for more than 180 days after issuance (collectively, the "Uncashed Settlement Checks") shall be
18 canceled and funds associated with such checks shall be transmitted to the California State
19 Controller's Office, Unclaimed Property Division in the name of each Aggrieved Employee thereby
20 leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

21 20. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the
22 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are
23 fair and reasonable and authorizes the Settlement Administrator to pay the Individual Settlement
24 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
25 The Court also authorizes the Settlement Administrator to make the payment to the LWDA.

26 21. Effective only upon the entry of an Order granting approval of this Settlement, entry
27 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
28 Settlement Amount to effectuate the Settlement, Plaintiff, Aggrieved Employees, and, to the extent

1 permitted by law, the State of California, for the duration of the PAGA Period, all claims alleged in
2 or that could have been based on the purported facts asserted in the Operative Complaint for civil
3 penalties under PAGA against the Released Parties, including, pursuant to Labor Code 2699,
4 violations of Labor Code sections 6401, 6409.6, and 6432 ("PAGA Released Claims").

5 22. The Released Parties means Defendants and its past, present and/or future, direct
6 and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives,
7 attorneys, insurers, partners, investors, shareholders, administrators, parents, subsidiaries, affiliates,
8 divisions, predecessors, successors, and assigns.

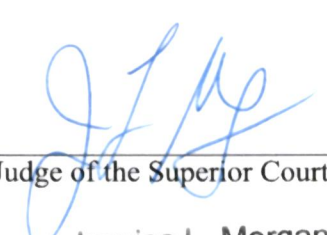
9 23. The Parties are ordered to carry out the Settlement according to the terms of the
10 Settlement Agreement.

11 24. The Court shall retain continuing jurisdiction over the Actions, the Parties and
12 Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of the
13 Settlement Agreement. The Court shall also retain jurisdiction to enforce the Settlement Agreement.

14 ///

15 **IT IS SO ORDERED.**

16
17 Dated: 2/22, 2024



Judge of the Superior Court

Jessica L. Morgan