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FILED
Clerk of the Superior Court

AUG 26 2022

By: M. Abosamra, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

11 BRENDA ARGUELLES, et al.,

12 Plaintiffs,

13 v.

14 HOSPITALITY STAFFING SOLUTIONS,
15 LLC, and DOES 1 through 50, inclusive,

16 Defendants.

17 MARIA VILLALOBOS, et al.,

18 Plaintiffs,

19 v.

20 HOSPITALITY STAFFING SOLUTIONS,
21 LLC and DOES 1-100, inclusive

22 Defendants.

Case No.: 37-2017-00029158-CU-OE-CTL

*[Assigned for all purposes to Hon. James A.
Mangione, Dept. C-75]*

**~~PROPOSED~~ ORDER AND
JUDGMENT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1 **[PROPOSED] ORDER AND JUDGMENT**

2 WHEREAS, in or about December, 2020, the Defendant Hospitality Staffing Solutions,
3 LLC ("Defendant") and Named Plaintiffs Maria Villalobos and Brenda Arguelles ("Named
4 Plaintiffs" or "Plaintiffs") on behalf of themselves and as representatives of the Class
5 (collectively, the "Parties"), entered into a Joint Stipulation of Class Action Settlement (the
6 "Settlement Agreement") intended to resolve this litigation;

7 WHEREAS, on November 8, 2021, the Court granted preliminary approval of the
8 Settlement Agreement;

9 WHEREAS, on March 10, 2022, the Named Plaintiffs, on behalf of themselves and as
10 representatives of the class, and the Defendant, entered into an Amendment to Joint Stipulation
11 of Class Action Settlement (the Settlement Agreement and the Amendment to Joint Stipulation
12 of Class Action Settlement are collectively referred to herein as the "Amended Settlement
13 Agreement");

14 WHEREAS, the Amended Settlement Agreement sets forth the terms and conditions for a
15 proposed settlement;

16 WHEREAS, on May 17, 2022, the Court granted Preliminary Approval of the Amended
17 Settlement Agreement (the Court's preliminary approval orders on March 10, 2022 and May 17,
18 2022 are collectively referred to herein as the "Preliminary Approval Orders").

19 WHEREAS, the Court has before it Plaintiffs' Motion for Final Approval of Class Action
20 Settlement and supporting Declarations of Douglas W. Perlman, Kiley Grombacher, the two
21 Named Plaintiffs, and the Settlement Administrator;

22 WHEREAS, the Court has heard the attorneys for the Parties with respect to the proposed
23 settlement;

24 WHEREAS, the Court is satisfied that the settlement set forth in the Amended Settlement
25 Agreement was the result of good-faith, arm's length settlement negotiations between competent
26 and experienced counsel for both the Plaintiffs and Defendant; and
27
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1 WHEREAS, due and adequate notice having been given to the Class as required by the
2 Preliminary Approval Orders, and the Court having considered all papers filed and proceedings
3 had herein and otherwise been fully informed, and good cause appearing therefore, IT IS
4 HEREBY ORDERED, ADJUDGED, AND DECLARED as follows:

5 1. This Court has jurisdiction over the subject matter of the Class Action and over
6 all Parties to the Class Action, including all Members of the Settlement Class.

7 2. The Court has certified a Class, as that term is defined in and by the terms of the
8 Amended Settlement Agreement, for purposes of settlement. The following persons are certified
9 as Class Members for settlement purposes: "All non-exempt employees of Hospitality Staffing
10 Solutions, LLC ("HSS") in California at any time from January 25, 2014, through November 8,
11 2021."

12 3. The Court finds that notice to the Class Members, including the mailing of the
13 Amended Notice of Proposed Class Action Settlement (the "Class Notice") as set forth in the
14 Amended Settlement Agreement, has been completed in conformity with the Preliminary
15 Approval Orders, including individual notice to all Class Members who could be identified
16 through reasonable effort. The Court finds that said notice was the best notice practicable under
17 the circumstances, which satisfied the requirements of law and due process, and was reasonably
18 calculated, under all the circumstances, to apprise interested parties of the pendency of the action
19 and afford them the opportunity to present their objections. The Court finds and determines that
20 this notice procedure afforded due and adequate protections to Class Members and provides the
21 basis for the Court to make an informed decision regarding approval of the Amended Settlement
22 Agreement based on the response of the Class. The Class Notice provided due and adequate
23 notice of the proceedings of the matters set forth therein, including the proposed settlement set
24 forth in the Amended Settlement Agreement, to all persons entitled to such notice, and the Class
25 Notice fully satisfied the requirements of due process. The Court finds that no member of the
26 Class filed written objections to the proposed settlement as part of this notice process and that no
27 member of the Class stated an intention to appear at the final approval hearing. Accordingly, the
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1 Court determines that all Class Members who did not submit a timely and valid request for
2 exclusion ("Settlement Class Members") are bound by the terms of the Amended Settlement
3 Agreement and this Order and Judgment.

4 4. This matter is now before the Court on Plaintiffs' Motion for Final Approval of
5 Class Action Settlement. The Court, having read, heard, and considered all supporting papers,
6 evidence, arguments made in connection with the Motion which came for hearing on August 19,
7 2022, and having reviewed the declaration of the Settlement Administrator regarding the giving
8 of the Class Notice in accordance with the Court's Preliminary Approval Orders, and having
9 fully and carefully considered said matters, good cause appearing, the Court issues its Order and
10 Judgment of Final Approval of Class Action Settlement, finding said settlement to be fair,
11 reasonable, and adequate to the Settlement Class and to each Class Member. The Settlement is
12 hereby ordered finally approved and all terms and provisions of the Amended Settlement
13 Agreement are ordered to be completed.

14 5. The Court further finds and determines that the Settlement Payments to be paid to
15 eligible, participating Settlement Class Members are fair and reasonable. The Court hereby gives
16 final approval to those amounts and orders that the Settlement Payments be made to the eligible,
17 participating Settlement Class Members in accordance with the terms of the Amended
18 Settlement Agreement.

19 6. This Court hereby approves the settlement set forth in the Amended Settlement
20 Agreement including the settlement awards, Released Claims, and other terms therein, and
21 directs the Parties to effectuate the settlement according to its terms. The Amended Settlement
22 Agreement is hereby deemed incorporated herein as if expressly set forth, and has the full force
23 and effect of an order and judgment of this Court.

24 7. The Court finds and determines that the payment to be made to Class Counsel in
25 the sum of \$1,375,000.00 in attorneys' fees and \$28,476.01 in costs is fair and reasonable. The
26 Court finds and determines that the payment to be made to the Settlement Administrator in the
27 sum of \$101,008.33 is fair and reasonable. The Court finds and determines that the payment to
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1 be made to the California Labor and Workforce Development Agency to satisfy alleged Labor
2 Code violations pursuant to the California Labor Code's Private Attorneys General Act of 2004
3 ("PAGA") in the sum of \$37,500.00 is fair and reasonable. The Court finds that the payment to
4 the two Class Representatives in the amount of \$10,000.00 each for their enhancement is fair
5 and reasonable. The Court gives final approval to the foregoing payments and orders that the
6 payments be made in accordance with the terms of the Amended Settlement Agreement.

7 8. The Amended Settlement Agreement is not an admission by Defendant, nor is
8 this Final Approval Order and Judgment, a finding of the validity of any claims in the Lawsuits,
9 or of any wrongdoing by Defendant. Furthermore, the Amended Settlement Agreement is not a
10 concession by Defendant and shall not be used as an admission of any fault, omission, or
11 wrongdoing by Defendant. Neither this Final Approval Order and Judgment, the Amended
12 Settlement Agreement, any document referred to herein, any exhibit to any document referred to
13 herein, any action taken to carry out the Amended Settlement Agreement, nor any negotiations
14 or proceedings related to the Amended Settlement Agreement is to be construed as, or deemed to
15 be evidence of, or an admission or concession with regard to, the denials or defenses of
16 Defendant, and shall not be offered in evidence in any action or proceeding against the Parties
17 hereto in any Court, administrative agency or other tribunal for any purpose whatsoever other
18 than to enforce the provisions of this Final Approval Order and Judgment. This Final Approval
19 Order and Judgment, the Amended Settlement Agreement and exhibits thereto, and any other
20 papers and records on file in the Class Action may be filed in this Court or any other action as
21 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
22 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

23 9. The Court hereby enters final judgment in the action in accordance with the terms
24 of the Amended Settlement Agreement.

25 10. Without affecting the finality of this Order and Judgment in any way pursuant to
26 California Rule of Court 3.769(h), the Court shall retain continuing jurisdiction over: (a)
27 interpretation, implementation and enforcement of the class settlement in this action, and (b)
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1 enforcement and administration of the Amended Settlement Agreement, and any and all related
2 matters, and all Settling Parties, Settlement Class Members, and counsel for each hereby
3 specially submit to the jurisdiction of the Court for the purposes of implementing and enforcing
4 the Amended Settlement Agreement.

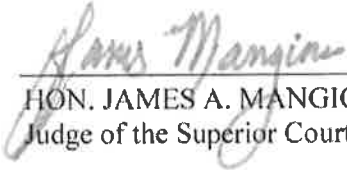
5 11. Nothing in this Final Approval Order and Judgment shall preclude any action to
6 enforce the Parties' obligations under the Amended Settlement Agreement, including the
7 requirement that Defendant make the Settlement Payments to the eligible, participating
8 Settlement Class Members in accordance with the Settlement.

9 12. Pursuant to California Rule of Court 3.771, the judgment in this action shall be
10 binding on Named Plaintiffs, and all of the Settlement Class Members.

11 13. The Parties shall bear their own costs and attorneys' fees, except as otherwise
12 provided by the Amended Settlement Agreement and this Order regarding Class Counsels' Fees
13 and Costs, the Class Representatives enhancement, and the Settlement Administrator's Costs.

14
15 **IT IS SO ORDERED.**

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17 DATED: 8.26.22


HON. JAMES A. MANGIONE
Judge of the Superior Court