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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
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11 EDGAR HERNANDEZ, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 ROOM & BOARD, INC., a Minnesota
17 Corporation; and DOES 1 through 20,
18 inclusive;

19 Defendants.
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Case No.: 22STCV30047
*[Assigned to Hon. William F. Highberger,
Dept 10, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: April 22, 2022

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) came for a
3 hearing in Department 10 of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant Room & Board, Inc.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
19 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
20 defined community of interest among the Class Members in questions of law and fact. The
21 Court, therefore, certifies the following Class, for settlement purposes only:

22 “All current and former nonexempt employees who were
23 employed by Room & Board, Inc., in California at any time during
24 the Class Period of September 15, 2018, through September 30,
25 2023.”

26 4. The Court deems this definition sufficient for purposes of California Rules of
27 Court, rule 3.765(a).

1 5. With respect to the Class, and for purposes of approving this Settlement, this
2 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class Members, and there is a well-defined community of interest among the Class Members
5 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
6 typical of the claims of the Class Members; (d) the Class Representative has fairly and
7 adequately protected the interests of the Class Members; (e) a class action is superior to other
8 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
9 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff
10 in his individual and representative capacity and for the Settlement Class.

11 6. The Court finds that the distribution of the Class Notice, as provided for in the
12 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
13 under the circumstances to all Class Members and fully met the requirements of California law
14 and due process under the California and United States Constitution. Based on evidence and
15 other material submitted, the actual notice to the class was adequate.

16 7. The Court finds that the instant Action presented a good faith dispute of the
17 claims alleged, and the Court finds in favor of settlement approval.

18 8. The Released Class Claims on behalf of the Participating Class Members
19 included:

- 20 a. the claims alleged in the operative Complaint, or that reasonably could have
21 been alleged based on the facts stated in the First Amended Complaint,
22 including: (a) failure to pay minimum wages, (b) failure to pay overtime
23 wages, (c) failure to provide meal periods, (d) failure to provide rest breaks,
24 (e) failure to reimburse business expenses, (f) failure to timely pay wages
25 upon separation of employment, (g) failure to provide accurate itemized wage
26 statements, (h) unfair and unlawful competition, and (i) all other claims for
27 statutory penalties based on the facts or claims alleged in the operative
28 complaint.

1 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:

2 a. all claims for civil penalties under the Private Attorneys General Act, Labor
3 Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on
4 behalf of Aggrieved Employees and State of California, based on the facts
5 stated in the Complaint and in Plaintiff's PAGA Notice to the LWDA,
6 including: (a) failure to pay minimum wages, (b) failure to pay overtime
7 wages, (c) failure to provide meal periods, (d) failure to provide rest breaks,
8 (e) failure to reimburse business expenses, (f) failure to failure to timely pay
9 wages each period and upon separation of employment, (g) failure to provide
10 accurate itemized wage statements, and (h) all other claims for civil penalties
11 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et*
12 *seq.* based on the facts or claims alleged in the operative complaint. The time
13 period governing the Released PAGA Claims shall be the entire time during
14 the PAGA Period. The Released PAGA Claims do not release any potential
15 claims for wages or statutory penalties.

16 10. There were no Objections and one Request for Exclusion to the Settlement, which
17 was submitted by Tracey Kaufman Grossbach. All Class Members (except for this individual)
18 are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the
19 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual
20 PAGA Payment, constituting a pro rata share of PAGA Penalties.

21 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
22 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
23 Parties are directed to perform in accordance with the terms set forth in the Settlement
24 Agreement.

25 12. The Parties are to bear their own costs, except as otherwise provided in the
26 Settlement Agreement.

27 13. By this Judgment, the Class Representative shall release, relinquish, and
28 discharge, and each of the Class Members shall be deemed to have, and by operation of the

Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims and Released PAGA Claims, as defined in the Settlement Agreement. Plaintiff generally releases and discharges the Released Parties as set forth in the Settlement Agreement.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Gross Settlement Amount to be paid under the Settlement Agreement is \$1,300,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of \$433,333.33, Class Counsel Litigation Expenses of \$15,511.23, a Service Payment for Class Representative Edgar Hernandez of \$10,000, an Administrator Expenses Payment of \$9,000.00 to Phoenix Settlement Administrators, and \$37,500 to the LWDA for PAGA penalties and \$12,500 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below

from the Settlement Amount:

A) \$433,333.33 to Class Counsel for Class Counsel Fee Payment in light of the benefit obtained on behalf of the Class, which shall be divided equally between Lauby Mankin Lauby LLP and Bokhour Law Group;

B) \$15,511.23 to Class Counsel for the Class Counsel Litigation Expenses, which shall be allocated as \$11,011.23 to Lauby Mankin Lauby LLP and \$4,500 to Bokhour Law Group;

C) \$10,000 to Class Representative Edgar Hernandez as a Service Payment;

D) \$9,000.00 to the Settlement Administrator, Phoenix Settlement Administrators;

E) \$37,500 to the LWDA;

F) \$12,500 to the Aggrieved Employees on a pro rata basis;

G) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2024, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Hernandez v. Room & Board, Inc.*, Case No. 22STCV30047, on behalf of "All current and former nonexempt employees who were employed by Room & Board, Inc., in California at any time during the Class Period of September 15, 2018, through September

30, 2023.”

18. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate their check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the Participating Class Member and Aggrieved Employee.

19. The following dates shall govern for purposes of this implementing this Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

Date Final Order is Entered	The Effective Date occurs.
Within 30 days of the Effective Date	Defendant shall issue the payment to the Settlement Administrator.
Within 10 days after receipt of Payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
December 8, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: _____ Time: _____ a.m./p.m.	OSC re: Compliance with the Order and status of disbursements.

1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7
8 Dated: _____

HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT