

**AEGIS LAW FIRM, PC**  
SAMUEL A. WONG, State Bar No. 217104  
KASHIF HAQUE, State Bar No. 218672  
JESSICA L. CAMPBELL, State Bar No. 280626  
FAWN F. BEKAM, State Bar No. 307312  
Email: fbekam@aegislawfirm.com  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618-2902  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)  
Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO**

ROBERT SHANNON, BRENELL  
WHITFIELD, and ADRIANA VALDEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

BURTON RESTAURANTS, LLC; HIGH  
PERFORMANCE HOSPITALITY LLC;  
and DOES 1-20, inclusive,  
Defendants.

CASE No. **37-2022-00025778-CU-OE-CTL**

**NOTICE OF ENTRY OF JUDGMENT**

Hearing Date: October 18, 2024  
Hearing Time: 8:30 a.m.  
[Hearing scheduled by Order dated April 18, 2024]

Judge: Hon. Blaine Bowman  
Dept.: C-74

Action Filed: June 30, 2022  
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2       YOU ARE HEREBY NOTIFIED THAT on October 18, 2024, the Court entered the  
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto  
4 as Exhibit #1.

5       Respectfully submitted,

6

7 Dated: October 31, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

8

9

By: */s/ Kyle Nordrehaug*  
Kyle R. Nordrehaug  
Attorneys for Plaintiffs

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am  
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La  
5 Jolla, California 92037.

6 On October 31, 2024, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents  
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendants at the  
10 following confirmed e-mail address(es):

11 Christy D. Joseph  
12 Erin D. Leach  
13 Kevin M. Brown  
14 SNELL & WILMER L.L.P.  
15 3655 Nobel Drive, Suite 600 San Diego, CA 92122  
16 Telephone: 858.434.5020  
17 Facsimile: 714.427.7799  
18 cjoseph@swlaw.com  
19 eleach@swlaw.com  
20 kmbrown@swlaw.com  
21 semartinez@swlaw.com  
22 Attorneys for Defendants:  
23 BURTON RESTAURANTS, LLC

18 \_X\_(ONLINE TO THE LWDA): I caused the above-described document to be delivered to the  
19 Labor Workforce Development Agency via online process at the PAGA Filing website in  
20 accordance with the procedure imposed by the LWDA.

21 X (State): I declare under penalty of perjury under the laws of the State of California that the  
22 above is true and correct.

24 Executed on October 31, 2024, at La Jolla, California.

26 By: /s/ Kyle Nordrehaug  
27 Kyle R. Nordrehaug, Esq.\

**EXHIBIT #1**

1 **AEGIS LAW FIRM, PC**  
2 SAMUEL A. WONG, State Bar No. 217104  
3 KASHIF HAQUE, State Bar No. 218672  
4 JESSICA L. CAMPBELL, State Bar No. 280626  
5 FAWN F. BEKAM, State Bar No. 307312  
6 Email: fbekam@aegislawfirm.com  
7 9811 Irvine Center Drive, Suite 100  
8 Irvine, California 92618-2902  
9 Telephone: (949) 379-6250  
10 Facsimile: (949) 379-6251

~~RECEIVED~~  
~~September 25, 2024~~

**F I L E D**  
San Diego Superior Court

OCT 18 2024

Clerk of the Superior Court  
By: K. Mulligan, Deputy

8 **BLUMENTHAL NORDREHAUG BHOWMIK**  
9 **DE BLOUW LLP**

10 Norman B. Blumenthal (State Bar #068687)  
11 Kyle R. Nordrehaug (State Bar #205975)  
12 Aparajit Bhowmik (State Bar #248066)  
13 2255 Calle Clara  
14 La Jolla, CA 92037  
15 Telephone: (858)551-1223  
16 Facsimile: (858) 551-1232  
17 Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)  
18 Website: [www.bamlawca.com](http://www.bamlawca.com)

19 Attorneys for Plaintiffs

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN DIEGO

22 ROBERT SHANNON, BRENELL  
23 WHITFIELD, and ADRIANA VALDEZ,  
24 individually and on behalf of all others  
25 similarly situated,

26 Plaintiffs,

27 vs.

28 BURTON RESTAURANTS, LLC; HIGH  
PERFORMANCE HOSPITALITY LLC; and  
DOES 1-20, inclusiv,

Defendants.

CASE No.: 37-2022-00025778-CU-OE-CTL

**~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: October 18, 2024  
Hearing Time: 8:30 a.m.

Judge: Hon. Blaine Bowman  
Dept: 74

Date Filed: June 30, 2022  
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Robert Shannon, Brenell Whitfield, and Adriana  
2 Valdez ("Plaintiffs") for an order finally approving the Class and Collective Action Settlement  
3 Agreement and Release ("Agreement") with Defendants Burton Restaurants, LLC and High  
4 Performance Hospitality LLC ("Defendants"), attorneys' fees and costs, service payments, and the  
5 expenses of the Administrator duly came on for hearing on October 18, 2024 before the Honorable  
6 Blaine Bowman.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the  
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before  
13 the Superior Court for the State of California, in and for the County of San Diego, and over all  
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
16 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty  
17 Thousand Dollars (\$750,000) and the terms set forth in the Agreement are fair, reasonable, and  
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm's length  
20 negotiations conducted after Class Counsel had adequately investigated the claims and became  
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
23 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On April 18, 2024, the Court granted preliminary approval of the Settlement. At  
26 this same time, the Court approved conditional certification of the Class for settlement purposes  
27 only.

1           **Notice to the Class**

2           6.       In compliance with the Preliminary Approval Order, the Court-approved Class  
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
4 about May 16, 2024. Mailing of the Class Notice to their last-known addresses was the best notice  
5 practicable under the circumstances and was reasonably calculated to communicate actual notice  
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class  
7 Members fully and accurately informed the Class Members of all material elements of the  
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion  
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied  
10 fully with the laws of the State of California, the United States Constitution, due process and other  
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided  
12 Class Members adequate instructions and a variety of means to obtain additional information.

13           7.       The deadline for opting out or submitting written objections and/or claim forms to  
14 the Settlement was July 15, 2024. There was an adequate interval between notice and the deadline  
15 to permit Class Members to choose what to do and to act on their decision. A full and fair  
16 opportunity has been afforded to the Class Members to participate in this hearing, and all Class  
17 Members and other persons wishing to be heard have had a full and fair opportunity to be heard.  
18 Class Members also have had a full and fair opportunity to exclude themselves from the proposed  
19 Settlement and Class. Accordingly, the Court determines that all Class Members who did not  
20 timely and properly submit a request for exclusion are bound by the Settlement and this Final  
21 Approval Order and Judgment.

22           **Fairness of the Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
24 48 Cal.App.4th 1794, 1801 (1996).

25           a.       The settlement was reached through arm's-length bargaining between the  
26 Parties during an all-day mediation before Hon Carl West (Ret.), a respected jurist and  
27  
28

1 experienced mediator of wage and hour class actions. There has been no collusion between the  
2 Parties in reaching the Settlement.

3 b. Plaintiffs' and Class Counsel's investigation and discovery have been  
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action  
6 and PAGA litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No  
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 1,377 Participating Class Members will be  
10 mailed a settlement payment, representing 100% of the overall Class. There are also one hundred  
11 seventy (170) Collective Members who returned a Claim Form.

12 9. The consideration to be given to the Class Members under the terms of the  
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims  
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class  
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays  
16 which would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best  
18 interests of the Class Members.

19 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

20 11. An award of \$250,000 for attorneys' fees, representing one-third of the Gross  
21 Settlement Amount, and \$22,632.75 for litigation costs and expenses, is reasonable, in light of the  
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar  
24 and billing statement.

25 **Class Representative Service Awards**

26 12. The Agreement provides for Service Awards of not more than \$10,000 to each of  
27 the Plaintiffs, subject to the Court's approval. The Court finds that Service Awards in the amount  
28

1 of \$10,000 each to the Plaintiffs are reasonable in light of the risks and burdens undertaken by the  
2 Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter on  
3 behalf of the Class as well as for their Civil Code section 1542 release.

4 **Administration Costs**

5 13. The Administrator shall calculate and administer the payment to be made to the  
6 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the  
7 Service Awards to the Plaintiffs, issue all required tax reporting forms, calculate withholdings and  
8 perform the other remaining duties set forth in the Agreement. The Administrator has documented  
9 \$18,750 in fees and expenses, and this amount is reasonable in light of the work performed by the  
10 Administrator.

11 **PAGA Settlement Amount**

12 14. The Agreement provides for a PAGA Settlement Amount of \$50,000 to be paid  
13 out of the Gross Settlement Amount, which shall be allocated pursuant to the PAGA, 75% of the  
14 PAGA Settlement Amount (\$37,500) shall be paid to the California Labor and Workforce  
15 Development Agency, and 25% of the PAGA Settlement Amount (\$12,500) shall be held for  
16 distribution of Settlement Awards to Aggrieved Employees. The Net PAGA Amount shall be  
17 distributed as follows: Each Aggrieved Employee shall be eligible to receive a *pro rata* portion of  
18 the Net PAGA Amount based on his or her PAGA Pay Periods during which he or she was  
19 employed by Defendants in non-exempt positions in California during the PAGA Period. The  
20 resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to that Aggrieved  
21 Employee's Settlement Award. "Aggrieved Employees" are all individuals who were employed  
22 by Defendants in non-exempt positions in the State of California at any time during the PAGA  
23 Period (June 30, 2021, through March 30, 2023). Pursuant to Labor Code section 2699,  
24 subdivision (1)(2), the LWDA was provided notice of the Agreement and these settlement terms  
25 and has not indicated any objection thereto. The Court finds the PAGA Settlement Amount to be  
26 reasonable.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**II.**

**ORDERS**

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

All individuals who were employed by Defendants as non-exempt employees in California at any time from January 3, 2018 to March 30, 2023.

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no individuals who requested exclusion.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Within sixty (60) calendar days after this order, Defendants shall deposit half of the Gross Settlement Amount into an interest-bearing Qualified Settlement Fund ("QSF") established by the Administrator. Within six (6) months of this order, Defendants shall deposit the remaining half of the Gross Settlement Amount into an interest-bearing QSF established by the Administrator along with the employer portion of payroll taxes.

18. Class Counsel are awarded a Fee Award in the amount of \$250,000 and Class Counsel's Cost Award in the amount of \$22,632.75. The Fee Award shall be allocated 80% to Aegis Law Firm, 15% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 5% to the Gomez Law Firm. Class Counsel's Cost Award shall be allocated \$5,203.60 to Blumenthal Nordrehaug Bhowmik De Blouw LLP and \$17,429.15 to Aegis Law Firm. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

19. The payment of Class Representative Service Payments in the amount of \$10,000 each to the Plaintiffs is approved.

20. The payment of \$18,750 to the Administrator for its fees and expenses is approved.

21. The PAGA Settlement Amount of \$50,000 is approved and is to be distributed in accordance with the Agreement.

FINAL APPROVAL ORDER AND JUDGMENT

1           22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall  
2 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its  
3 entry.

4           23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is  
5 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of  
6 any wrongdoing by Defendants or that this Action is appropriate for class or representative  
7 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,  
8 the Agreement, nor any document referred to herein, nor any action taken to carry out the  
9 Agreement is, may be construed as, or may be used as an admission by or against Defendants of  
10 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,  
11 and any negotiations or proceedings related thereto, shall not in any event be construed as, or  
12 deemed to be evidence of, an admission or concession with regard to the denials or defenses by  
13 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other  
14 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and  
15 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,  
16 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
17 Plaintiff's Releases, Released Class Claims, Released FLSA Claims, and/or Released PAGA  
18 Claims.

19           24. Notice of entry of this Final Approval Order and Judgment shall be given to all  
20 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order  
21 and Judgment shall be posted on the Administrator's settlement website as set forth in the Class  
22 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order  
23 and Judgment to individual Class Members.

24           25. If the Agreement does not become final and effective in accordance with the terms  
25 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in  
26 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall  
27 revert to their respective positions as of before entering into the Agreement, and expressly reserve  
28

1 their respective rights regarding the prosecution and defense of this Action, including all available  
2 defenses and affirmative defenses, and arguments that any claim in the Action could not be  
3 certified as a class action and/or managed as a representative action.

4 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

5       26.     Except as set forth in the Agreement and this Final Approval Order and Judgment,  
6 Plaintiffs, and all members of the Class, shall take nothing in the Action.

7       27.     The Court shall retain jurisdiction to construe, interpret, implement and enforce the  
8 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
9 supervise and adjudicate any dispute arising from or in connection with the distribution of  
10 settlement benefits.

11       28.     All Parties shall bear their own attorneys' fees and costs, except as otherwise  
12 provided in the Agreement and in this Final Approval Order and Judgment.

13       29.     Upon the Effective Date, and except as to such rights or claims as may be created  
14 by this Agreement, Plaintiffs and all Participating Individuals shall be deemed to have, and by  
15 operation of the Judgment shall have, released, and discharged finally, forever and with prejudice  
16 claims against Released Parties as follows:

17             (a)     All named Plaintiffs and their respective spouses, representatives, agents,  
18 attorneys, heirs, administrators, successors, and assigns shall generally, release and discharge  
19 Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory  
20 damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or  
21 related to all facts, transactions, and occurrences – known or unknown – as of the date they  
22 executed the Agreement, including, but not limited to, all Released FLSA Claims, Released Class  
23 Claims, and Released PAGA Claims. Plaintiffs' Release does not extend to any claims or actions  
24 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability  
25 benefits, social security benefits, workers' compensation benefits that arose at any time, or to  
26 claims or actions based on occurrences after they execute this Agreement. Each Plaintiff  
27 acknowledges he or she may discover facts or law different from, or in addition to, the facts or law  
28

1 that he or she now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release  
2 shall be and remain effective in all respects, notwithstanding such different or additional facts, or  
3 their discovery thereof. For purposes of Plaintiffs' Release only, each Plaintiff expressly waives  
4 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil  
5 Code, which reads:

6           A general release does not extend to claims that the creditor or  
7           releasing party does not know or suspect to exist in his or her favor  
8           at the time of executing the release, and that if known by him or her  
9           would have materially affected his or her settlement with the debtor  
          or released party.

10           (b) All Opt-In Plaintiffs shall release and discharge Released Parties from any  
11 and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest,  
12 attorneys' fees, costs, liabilities, expenses, and losses under the FLSA during the Collective  
13 Period, which are based on or arising from the factual predicates that were alleged, or reasonably  
14 could have been alleged, in the Operative Complaint ("Released FLSA Claims").

15           (c) All Participating Class Members shall release and discharge Released  
16 Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages,  
17 penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses based on or arising from  
18 factual predicates alleged, or reasonably could have been alleged, in the Operative Complaint,  
19 including, but not limited to: (a) any alleged failure to pay all wages due including minimum  
20 wages or overtime wages; (b) any alleged failure to timely pay wages at termination or during  
21 employment; (c) any alleged failure to provide meal or rest periods or to pay meal or rest period  
22 premiums; (d) any alleged failure to maintain and preserve, in a centralized location in California,  
23 any required payroll or employee records; (e) any alleged failure to provide compliant and  
24 accurate wage statements; (f) any alleged failure to reimburse business expenses; (g) any alleged  
25 failure to pay sick wage; (h) any right or claim for civil penalties pursuant to the California Labor  
26 Code, the California Industrial Welfare Commission Wage Orders, the California Private  
27 Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*) based on the foregoing alleged  
28

1 claims; (i) any right or claim for unfair business practices in violation of California Business &  
2 Professions Code § 17200 *et seq.* based on the foregoing alleged claims; and (j) any violation or  
3 breach of the California Labor Code arising from or related to the conduct or omission alleged, or  
4 could have reasonably been alleged, in the Operative Complaint and the conduct or omission  
5 ascertained in the course of the Action, including without limitation, any violation or breach of  
6 California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512,  
7 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, or any other similar state  
8 or local statute, wage order, rule, regulation, ordinance, or authority, during the Class Period  
9 (“Released Class Claims”). Except as set forth in Paragraphs 4.2 and 4.4 of the Agreement,  
10 Participating Class Members do not release any other claims, including claims for vested benefits,  
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
12 insurance, disability, social security, workers’ compensation, or claims based on facts occurring  
13 outside the Class Period.

14         30. All Aggrieved Employees shall release and discharge, on behalf of themselves and  
15 their respective former and present representatives, agents, attorneys, heirs, administrators,  
16 successors, and assigns, the Released Parties from all individual and representative claims for civil  
17 penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action  
18 based on the facts stated in the Operative Complaint and ascertained in the course of the Action,  
19 including, but not limited to, any right or claim for PAGA penalties predicated on alleged  
20 nonpayment or under-payment of minimum and overtime wages, failure to pay or under-payment  
21 of wages, overtime, meal and rest period premiums, failure to provide meal and rest periods,  
22 nonpayment or under-payment of premiums for meal or rest period violations, failure to timely  
23 pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure  
24 to provide and/or maintain accurate and itemized wage statements, failure to reimburse business  
25 expenses, failure to pay sick wages, and any claims for PAGA civil penalties based on the  
26 foregoing alleged claims under the California Labor Code, Wage Orders, regulations, and/or other  
27 provisions of law, including any alleged violations of the California Labor Code §§ 200, 201,

28

---

FINAL APPROVAL ORDER AND JUDGMENT

201.3, 202, 203, 204, 223, 226, 226.7, 233, 246, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, during the PAGA Period ("Released PAGA Claims"). The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA component of the Settlement

31. The Administrator shall include the release language on the back of each Settlement Award check, as appropriate under the Agreement. If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be tendered to the State of California Controller's Office, Unclaimed Property Fund, in the name of the Participating Individual or Opt-In Plaintiff until such time as he or she claims his or her property, as allowed by law, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

32. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

**LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

Dated: 10-18-24

  
HON. BLAINE BOWMAN  
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA