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on behalf of herself and all others similarly situated
8 and aggrieved

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
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FILED
Clerk of the Superior Court

JUN 28 2024

By: V. Secaur

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SAN DIEGO**

13 JONPENN BLANDI, an individual and on
behalf of all others similarly situated and
14 aggrieved,

16 Plaintiff,

17 v.

18 FRANCESCA RESTAURANT, LLC., a
California limited liability company; SCOTT
19 HARRIS HOSPITALITY, LLC, an Illinois
limited liability company; and DOES 1
20 through 50, inclusive,

22 Defendants.

CASE NO.: 37-2022-00049034-CU-OE-CTL

[Assigned for all purposes to the Hon.
Marcella O. McLaughlin in Dept. C-72]

~~PROPOSED~~ JUDGMENT

06/07/2024

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 Stipulation Re: Class Action and Representative Action Settlement
7 ("Settlement" 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 hourly, non-exempt employees who work or worked for defendants Francesca Restaurant, LLC, and
11 Scott Harris Hospitality, LLC (collectively, "Defendants"), in California at any time during the
12 period from December 7, 2018 through October 10, 2023 ("Class Period").

13 3. "Aggrieved Employees" means all non-exempt employees who work or worked for
14 Defendants in California at any time from December 7, 2021 until February 16, 2024 ("PAGA
15 Period").

16 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
17 objected to the Settlement.

18 5. Defendants shall, within fourteen (14) calendar days of the Final Approval Date make
19 payment of the Gross Settlement Amount of \$350,000.00 and Employer Taxes to the Settlement
20 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing
21 qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in
22 accordance with the Agreement and this Order, and subject to the conditions in the Agreement.
23 "Final Approval Date" means the later of: (1) the date the Court signs the Order granting final
24 approval of the Settlement ("Final Approval") and this Judgment; (2) if there is an objector, 60 days
25 from the date of the Final Approval and this Judgment; or (3) to the extent any appeals have been
26 filed, the date on which they have been resolved or exhausted.

27 6. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff,
28 the Labor and Workforce Development Agency ("LWDA"), Participating Class Members, and

1 Aggrieved Employees pursuant to the Order Granting Final Approval.

2 7. Participating Class Members will receive Individual Settlement Payment and Aggrieved
3 Employees will receive Individual PAGA Payment. Individual Settlement Payment and Individual
4 PAGA Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar
5 days after the date of their issuance. For any Class Member whose Individual Class Payment check
6 or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
7 shall transmit the funds represented by such checks to the California Controller's Unclaimed
8 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
9 requirements of California Code of Civil Procedure Section 384, subd (b).

10 8. Effective only upon the entry of the Order granting Final Approval of the Settlement,
11 entry of this Judgment and payment by Defendants to the Settlement Administrator of the full Gross
12 Settlement Amount and Employer Taxes necessary to effectuate the Settlement, Plaintiff and all
13 Participating Class Members, for the duration of the Class Period, release all claims that were
14 alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint,
15 including, but not limited to: (a) all claims for failure to pay overtime wages, including at the correct
16 regular rate of pay; (b) all claims for failure to pay minimum wages, including for alleged off-the-
17 clock work; (c) all claims for failure to provide compliant meal periods or compensation in lieu
18 thereof, including meal period premiums at the correct regular rate of pay; (d) all claims for failure
19 to provide rest periods or compensation in lieu thereof, including rest period premiums at the correct
20 regular rate of pay; (e) all claims for waiting time penalties; (f) all claims for wage statement
21 violations; (g) all claims for failure to timely pay wages; (h) all claims for failure to indemnify
22 business expenses, including for laundering work uniforms; and (i) all claims for unfair competition
23 asserted through California Business & Professions Code §§ 17200, et seq., arising out of the Labor
24 Code violations referenced in the Operative Complaint. (the "Class Released Claims").

25 9. For Aggrieved Employees and, to the extent permitted by law, the State of California,
26 the release includes for the duration of the PAGA Period, all claims for PAGA civil penalties
27 asserted in the PAGA Notice and in the Operative Complaint, or that could have been based on the
28 factual allegations asserted in the PAGA Notice and the Operative Complaint for PAGA civil

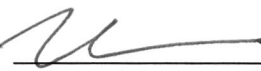
1 penalties, including, but not limited to, pursuant to Labor Code sections 210, 226(e), 226.3, 432.3,
2 432.7, 432.8, 558, 1197.1, and 2699 for alleged violations of Labor Code sections 96, 98.6, 200,
3 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226 (including 226(a)), 226.7, 227.3, 232, 232.5,
4 246, et seq., 404, 432, 432.3, 432.5, 432.6, 432.7, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12,
5 1194, 1197, 1197.1, 1197.5, 1198.5, 1527, 2802, 2810.5, 3366, 3457, 6403, 6409.6, 6432, and
6 8397.4 and the IWC Wage Orders concerning the provision of suitable seating (the "PAGA Released
7 Claims").

8 10. The "Released Parties" shall include: Defendants Francesca Restaurant, LLC, and Scott
9 Harris Hospitality, LLC, and their past, present and/or future, direct and/or indirect, owners, officers,
10 directors, members, managers, employees, agents, representatives, attorneys, insurers, parent
11 companies, subsidiaries, affiliates, successor, and assigns.

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

14
15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16
17 Dated: June 20, 2024



Judge of the Superior Court
MARCELLA O. MCLAUGHLIN