

1 Matthew A. Haulk (SBN 272457)
2 Email: mhaulk@hemploymentlaw.com
3 Jose M. Herrera (SBN 289590)
4 Email: jherrera@hemploymentlaw.com
5 HAULK & HERRERA LLP
6 100 Pine Street, Suite 1250
7 San Francisco, CA 94111
8 Telephone: (415) 745-3219
9 Facsimile: (415) 745-3301

10 Attorneys for Plaintiff
11 LILY MAI

FILED
Superior Court of California
County of San Francisco

JAN 19 2023

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

14 LILY MAI, an individual,

15 Plaintiff,

16 vs.

17 FSC BARBER – BUFFA L.L.C., a California
18 Limited Liability Company, JONAH BUFFA,
19 an individual, and DOES 1 TO 50,

20 Defendants.

CASE NO.: CGC-23-609045

[Signature]
~~PROPOSED~~ FINAL JUDGMENT

Complaint Filed: September 13, 2023
Trial Date: None

1 Plaintiff Lily Mai's ("Plaintiff) Motion for Final Approval of Class Action Settlement
2 and for Attorney's Fees and Costs ("Motion for Final Approval") came on for hearing on
3 January 13, 2025, at 9:30 a.m. in Department 301 of the above captioned court before the
4 Honorable Joseph M. Quinn. The court granted the Motion and finally approved the class
5 action settlement as set forth in the JOINT STIPULATION FOR CLASS ACTION AND
6 PAGA SETTLEMENT ("Settlement" or "Agreement"), which was attached as Exhibit 1 to the
7 Declaration of Matthew Haulk in Support of Plaintiff's Motion for Preliminary Approval of
8 Class Action Settlement and for Attorney's Fees and Costs as filed in this action on August 8,
9 2024. **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

10 1. The certification of the Class is confirmed for the purposes of settlement. The
11 Class Period is from September 13, 2019, through May 13, 2024. The Class is defined as follows:

12 All individuals who performed barber services for Fellow Barber in the State of
13 California during the Class Period.

14 2. All persons who meet the foregoing definition are Class Members and
15 Participating Class Members.

16 3. Effective on the date when Defendants fully funds the entire Gross Settlement
17 Amount and funds all employer payroll tax owed on the wage portion of the Class Payments,
18 each Class Member, each Aggrieved Employee, and the State of California and the Labor and
19 Workforce Development Agency ("LWDA") will be subject to and bound by the releases set
20 forth in the Agreement as against Defendant and Released Parties, as those terms are defined in
21 the Agreement and as set forth below:

22
23 1.4. "Aggrieved Employee" means all individuals who performed barber services for
24 Fellow Barber in the State of California during the PAGA Period.

25 1.5. "Class" means all individuals who performed barber services for Fellow Barber in
26 the State of California during the Class Period.

27 1.6. "Class Member" or "Settlement Class Member" means a member of the Class, as
28 either a Participating Class Member or Non-Participating Class Member (including a
Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.12. "Class Period" means the period from September 13, 2019, through May 13, 2024.

1.32. "PAGA Period" means the period from June 14, 2022, through May 13, 2024.

1.34. "PAGA Notice" means Plaintiff's June 14, 2023 letter to Fellow Barber and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.42. "Released Parties" means Fellow Barber and each of its former and present parent companies, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including but not limited to Jonah Buffa.

5.2. Release by All Participating Class Members: Effective on the date when the Gross Settlement is fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, as well as any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued under any legal theory under federal and state law that were or reasonably could have been brought based on the facts alleged in the Operative Complaint and in the PAGA Notice, regardless of theory of recovery, including: claims under California Labor Code section 201, 202, 203, 204, 206, 210, 218, 218.5, 221, 226, 226.7, 227, 510, 511, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and the California IWC Wage Orders (the "Released Class Claims"). Class Members further agree to waive their right to pursue individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent such Released Class Claims accrued during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees, Including Non-Participating Class Members: Effective on the date when the Gross Settlement is fully funded, all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, regardless of theory of recovery, including but not limited to, any alleged violations of or relief under California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, and the applicable provisions of the applicable IWC Wage orders.

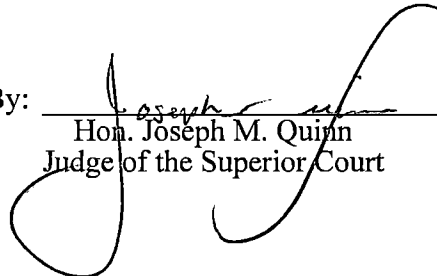
1 4. This Court hereby grants final approval for and awards the following amounts, all
2 to be paid from the Gross Settlement Amount: (i) \$77,950 for the Class Counsel attorney's fee
3 award comprised of one-third of the Gross Settlement Amount, and litigation expenses in the
4 amount of \$10,799.65; (ii) an enhancement award to Plaintiff Lily Mai of \$10,000; (iii)
5 Administrator expense payment of \$6,950 to ILYM Group, Inc.; and (iv) 15,000 (75% of the
6 PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

7 5. Plaintiff shall give notice of this Judgment to the Labor and Workforce
8 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
9 California Labor Code section 2699(1)(3).

10 6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
11 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
12 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
13 benefits, pursuant to Code of Civil Procedure section 664.6.

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

16
17 DATED: Jan 13, 2025

18 By: 
19 Hon. Joseph M. Quinn
20 Judge of the Superior Court
21
22
23
24
25
26
27
28