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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EMMA ROMERO, individually and on behalf of
others similarly situated and on behalf of other
aggrieved employees,

Plaintiff,

vs.

CHARLES ABBOTT ASSOCIATES, INC., a
California corporation; ROBERT HALF INC.
(formerly doing business as ROBERT HALF
INTERNATIONAL INC.), a Delaware
corporation; ROBERT HALF
INTERNATIONAL INC., a Delaware
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CIVSB2322374

Honorable Charlie L. Hill
Department S30

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 9, 2025
Time: 8:30 a.m.
Dept.: S30

Complaint Filed: September 15, 2023
FAC Filed: November 14, 2023
Trial Date: Not Set

1 Plaintiff Emma Romero’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on December 9, 2025 at 8:30 a.m. before the Honorable Charlie L. Hill in
4 Department S30 of the above-captioned Court located at 247 West 3rd Street, San Bernardino,
5 California 92415.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Emma Romero), and the Settlement Administrator (Madely Nava on behalf
11 of Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with
12 the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto,
13 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Charles Abbott Associates, Inc. (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from September 15, 2019 through October 9, 2023.

22 3. The Court appoints Plaintiff Emma Romero as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
25 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant, or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$297,500.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$22,026.86. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

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1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,445.00 to Apex Class Action LLC for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$30,000.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that within ten (10) business days after the Effective Date,
7 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
8 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
10 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
11 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
12 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
13 Settlement Administration Costs to itself.

14 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
16 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
17 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
18 Division in the name of the Settlement Class Member and/or PAGA Employee.

19 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
20 and all Settlement Class Members will be deemed to have fully, finally, and forever released the
21 Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action of any nature
22 and description whatsoever, known or unknown, in law or equity, which were alleged or which
23 reasonably could have been alleged based on the factual allegations, claims, and/or theories in the
24 Operative Complaint, arising during the Class Period, including claims for Defendant’s alleged failure
25 to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium
26 payments, timely pay wages during employment and upon termination, provide accurate wage
27 statements, and reimburse necessary business-related expenses in violation of California Labor Code
28 Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,

1 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
2 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class
3 Claims”). The Released Class Claims do not include claims for vested benefits, wrongful termination,
4 violation of the Fair and Employment and Housing Act, unemployment insurance, disability, social
5 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
7 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
8 to have fully, finally, and forever released the Released Parties of any and all claims, demands, rights,
9 liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in
10 law or equity, arising from any of the factual allegations, claims, and/or theories in the PAGA Letter,
11 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
12 California Labor Code Sections 2698 *et seq.*, for Defendant’s alleged failure to pay minimum and
13 overtime wages, provide compliant meal and rest periods and associated premium payments, timely
14 pay wages during employment and upon termination, provide accurate wage statements, maintain
15 complete and accurate payroll records, and reimburse necessary business-related expenses in violation
16 of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558,
17 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
18 Commission Wage Order (collectively, “Released PAGA Claims”).

19 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
20 individually and on her own behalf, will be deemed to have fully, finally, and forever released the
21 Released Parties from any and all claims, charges, complaints, liens, debts, liabilities, demands,
22 obligations, agreements, contracts, covenants, guarantees, actions, suits, penalties, wages, costs,
23 judgments, order, expenses, attorneys’ fees, damages, causes of action, or liabilities of any kind or
24 nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, asserted or
25 unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to
26 have or may have, including but not limited to any and all claims arising out of, relating to, or resulting
27 from her employment and/or separation of employment with the Released Parties. It is agreed that
28 this is a general release and is to be broadly construed as a release of all claims, provided that,

1 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that
2 cannot be released hereunder by law. Plaintiff understands and expressly agrees that the Settlement
3 Agreement extends to claims that she has against Defendant, of whatever nature and kind, known or
4 unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or
5 attributable to an incident or event, occurring in whole or in part, on or before the execution of the
6 Settlement Agreement. This general release includes, but is not limited to, claims arising from or
7 dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare
8 Commission; California Business and Professions Code section 17200 et seq.; the California Fair
9 Employment and Housing Act, Cal. Gov't Code § 12900 et seq.; the California Healthy Workplaces,
10 Healthy Families Act, Cal. Labor Code § 245 et seq., the California common law of contract and tort;
11 Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et
12 seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor
13 Standards Act, 29 U.S.C. § 201 et seq., the Portal to Portal Act, 29 U.S.C. § 251 et seq., and the
14 Families First Coronavirus Response Act. Any and all rights granted under any state or federal law
15 or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542
16 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California
17 Civil Code reads as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
21 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

22 19. "Released Parties" means Defendant, and each of its former and present direct and/or
23 indirect owners, dba's, affiliates, parents, subsidiaries, co-employers, brother and sister corporations,
24 divisions, related companies, successors and predecessors, assigns, employees who are not Class
25 Members, officers, directors, shareholders, members, trustees, attorneys, accountants, consultants,
26 fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, stockholders, insurers, co-
27 insurers, representatives, administrators, employee benefit plans, and assigns of said entities.

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1 20. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
3 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 Settlement and the determination of all controversies relating thereto.

5 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
6 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
7 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

8 22. A Compliance Hearing is set for _____ at _____
9 in Department S30 of this Court located at 247 West 3rd Street, San Bernardino, California 92415.
10 The Settlement Administrator shall file a Final Report by _____.

11 **IT IS SO ORDERED.**

12 Dated: _____

Honorable Charlie L. Hill