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ENDORSED
FILED
Superior Court of California
County of San Francisco

JUN 21 2018

CLERK OF THE COURT

By: ROSALLIE GUMPAL
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

KATHERINE PAGE and ASJA SEVER,
as individuals and on behalf of others
similarly situated,

Plaintiffs,

vs.

GRUPPO CHIARELLO LLC, a
California limited liability company;
SERRA HOSPITALITY GROUP, LLC, a
California limited liability company;
MICHAEL CHIARELLO, an individual;
and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-16-550963

*Assigned For All Purposes to Hon. Angela
Bradstreet, Department 624*

~~PROPOSED~~ FINAL JUDGMENT

Date: June 21, 2018

Time: 3:30 PM

Dept.: 624

1. **FINAL JUDGMENT**

2. This Court, having granted final approval of the Stipulation and Agreement to Settle Class
3. Action (“Settlement”) between Plaintiffs and Defendants in the above-entitled case, as set forth in
4. the Court’s Order Granting Final Approval to Class Action and PAGA Settlement, Awarding
5. Class Counsel Fees and Costs, Awarding Enhancement Payment to Class Representative;
6. Approving Payment of the Settlement Administration Costs, and Entering Final Judgment, and
7. due and adequate notice having been given to the Class Members as required by the Court’s
8. orders,

9. **HEREBY ENTERS JUDGMENT AS FOLLOWS:**

10. 1. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court hereby enters
11. judgment consistent with and as expressly set forth in the terms of the Settlement, as modified by
12. the Final Approval Order, in the above-entitled case for Plaintiffs Katherine Page and Asja Server
13. and the Class Members who did not exclude themselves from the Settlement and who are
14. identified in the class lists that Defendants provided to the Settlement Administrator.

2. The Class Members bound by this Judgment include any and means all non-exempt
front and back of the house employees from April 14, 2012 through February 15, 2018.

15. 3. The scope of the release is as follows: The Settlement Class Members, comprised
16. of each member of the Class who has not submitted a valid Opt-Out Request, fully release any
17. and all claims, causes of action, demands, damages, or liabilities, contingent or vested, asserted or
18. non-asserted, in law or in equity, arising at any time during the Class Period for unpaid wages or
19. other compensation, and/or related penalties, interest, costs, attorneys’ fees, punitive damages,
20. and/or injunctive or other equitable remedies, allegedly owed or available, arising out of or
21. related to any of the claims or allegations asserted in the Action, or which could have been
22. asserted in the Action, including but not limited to, that Defendants: (1) failed to pay all wages for
23. all hours worked, (2) unlawfully deducted or reallocated tip income (unlawful tip pooling), (3)

1 unlawfully manipulated time clocks and time sheets to deduct time from hours worked, (4) failed
2 to make required payments to employee health care accounts, (5) failed to pay overtime wages,
3 (6) failed to provide lawful meal breaks or compensation for non-provided meal breaks, (7) failed
4 to provide lawful rest periods or compensation for non-provided rest periods, (8) failed to furnish
5 accurate wage statements, (9) failed to reimburse expenses incidental to the discharge of their
6 duties or at the direction of the employer, including for cleaning work clothing and purchasing
7 items for managers, and (10) by engaging in any or all of the aforementioned conduct violated, is
8 liable under the California Labor Code, including, but not limited to, Sections 200, 201, 202, 203,
9 226, 226.3, 226.7, 227, 351, 510, 512, 558, 1174, 1194, 1194.2, 1198, 2802 and IWC Wage
10 Order No. 5 §§ 3, 4, 7, 11 and 12, which are recoverable under California Labor Code § 2699 et
11 seq., on their own behalf and on behalf of all aggrieved employees (the California Private
12 Attorney General Act (“PAGA”), Cal. Code tit. 5 section 11050 (California Wage Order 5-2001),
13 California Business & Professions Code section 17200 et seq., California Civil Code § 3287, and
14 California Code of Civil Procedure section 1021.5.

15 4. Class Representatives and the Class Members are not waiving any rights that
16 cannot legally be waived, including (i) any claims for unemployment compensation or workers’
17 compensation benefits or (ii) any claims relating solely to the validity or enforceability of this
18 Agreement. Subject to the foregoing, this Agreement shall operate as a general release of any and
19 all claims to the fullest extent of applicable law.

20 5. Class Representatives and the Class Members forever agree that they, and each of
21 them, shall not institute, nor accept any other relief from, any other suit, class or collective action,
22 administrative claim, or other claim of any sort or nature whatsoever against Defendants, relating
23 to the Released Claims for any period up to and including the Effective Date.

24 6. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
25 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
26 action, the Class Representatives, the Class Members, and Defendants for the purposes of the
27 enforcement of the terms of this Judgment, the interpretation, implementation and enforcement of
28 the Settlement, and the enforcement of all orders entered in connection with the Settlement.

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7. The Settlement Administrator shall post a copy of this signed judgment for thirty (30) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this Judgment.

8. This Judgment is intended to be a final disposition of the above-entitled action in its entirety, and it is intended to be immediately appealable.

IT IS SO ORDERED.

Dated: 6/21/18



JUDGE OF THE SUPERIOR COURT