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LOS ANGELES
SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST COURTHOUSE
(UNLIMITED JURISDICTION)

LUIS VALDEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

HEALTHCARE SERVICES GROUP, INC.,
a California corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC462917

~~PROPOSED~~ JUDGMENT

Hearing Information

Date: July 17, 2013
Time: 1:30 p.m.
Department: 307
Judge: Hon. William F. Highberger

BY FAX

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action Settlement came before this Court, the
3 Honorable William F. Highberger presiding, on July 17, 2013. The Court having considered the
4 papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. All terms used herein shall have the same meaning as defined in the Settlement
6 Agreement and Release of Claims (the "Settlement").

7 2. Consistent with the definitions provided in the Settlement, the term "Settlement
8 Class" and "Class Members" shall mean the following: All persons employed by HSG as Dietary
9 Services Account Managers in California who were paid on a salaried basis at any time between
10 June 7, 2007 and the date of the Preliminary Approval Order [March 11, 2013]. The Final
11 Settlement Class, however, shall not include any person who submitted a timely and valid
12 Request for Exclusion as provided in the Settlement.

13 3. This Court has jurisdiction over the subject matter of this Action and over all
14 Parties to this Action, including all Settlement Class members.

15 4. Distribution of the Class Notice and the Claim Form directed to Settlement Class
16 members as set forth in the Settlement and the other matters set forth therein have been completed
17 in conformity with the Preliminary Approval Order, including individual notice to all Settlement
18 Class members who could be identified through reasonable effort, and the best notice practicable
19 under the circumstances. The Class Notice and Claim Form provided due and adequate notice of
20 the proceedings and of the matters set forth therein, including the proposed Settlement set forth in
21 the Settlement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
22 requirements of due process. All Final Settlement Class members are covered by and included
23 within the Settlement and this Final Approval Order.

24 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
25 and within the meaning of Code of Civil Procedure § 877.6. The Court further finds that the
26 Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and
27 applicable requirements for final approval of this class action settlement under California law,
28 including the provisions of Code of Civil Procedure § 382 and Federal Rule of Civil Procedure

1 23, approved for use by California courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

2 6. The Court hereby approves the settlement agreement set forth in the Settlement
3 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
4 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
5 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
6 Court further finds that the Parties have conducted extensive and costly investigation and
7 research, and counsel for the Parties are able to reasonably evaluate their respective positions.
8 The Court also finds that Settlement at this time will avoid additional substantial costs, as well as
9 avoid the delay and risks that would be presented by the further prosecution of the Action. The
10 Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the
11 significant value to Final Settlement Class members. The Court also finds that the Settlement
12 Class is properly certified as a class for settlement purposes only.

13 7. As of the date of entry of this Final Approval Order, each and every Released
14 Claim of each and every Final Settlement Class member is and shall be deemed to be
15 conclusively released as against the Released Parties. Effective as of the Final Effective Date and
16 in exchange for the consideration provided pursuant to this Agreement, Plaintiff and each Final
17 Settlement Class member release HSG, and its past, present, and future parents, affiliates,
18 subsidiaries, divisions, related business entities, predecessors, successors, partners, joint
19 venturers, affiliated organizations, insurers and assigns, and each of its past, present and future
20 officers, directors, trustees, agents, employees, attorneys, contractors, representatives, partners,
21 joint venturers, benefit plans sponsored or administered by HSG, divisions, units, branches, other
22 persons or entities acting on its behalf (collectively, the "Released Persons") from any and all
23 claims, known and unknown, arising out of or relating to any claim asserted in the Action
24 including:

- 25 a. Damages and penalties arising from HSG's alleged non-payment of
26 overtime pay and/or minimum wages;
- 27 b. Damages and penalties pursuant to Labor Code section 226.7 arising out of
28 HSG's alleged failure to provide meal and/or rest periods;

- 1 c. Waiting time penalties pursuant to Labor Code section 203 arising out of
- 2 HSG's alleged failure to pay in a timely manner allwages owed at
- 3 termination pursuant to Labor Code sections 201 and/or 202;
- 4 d. Penalties and damages under Labor Code section 226 and 226.3 arising out
- 5 of HSG's alleged failure to provide accurate wage statements;
- 6 e. Penalties and damages under Labor Code sections 210, 225.5, 558, or
- 7 1197.1 arising from HSG's alleged Labor Code violations asserted in the
- 8 Action;
- 9 f. Penalties under Labor Code section 2698 *et seq.* ("PAGA") arising out of
- 10 HSG's alleged violation of any Labor Code section alleged in the Action;
- 11 g. Damages and penalties under Labor Code section 227.3 related to vacation
- 12 pay; and
- 13 h. Claims for unfair business practices pursuant to Business and Professions
- 14 Code section 17200 *et seq.* premised on any of the acts mentioned above in
- 15 a, b, c, d, e, f, or g in connection with any Final Settlement Class member's
- 16 work as an HSG employee in California at any time between June 7, 2007
- 17 and the date of the Preliminary Approval Order, under federal or California
- 18 law, ordinance, and/or regulation, whether or not such claims are in the
- 19 nature of back pay, damages, interest, penalties, attorneys' fees or
- 20 injunctive relief, whether in contract, in equity, or pursuant to a statutory
- 21 remedy.

22 The claims released herein also include any claim for taxes associated with any such

23 claim, attorneys' fees and costs against any of the Released Persons arising out of the Settlement

24 of which it is part. HSG's only additional obligation is for its share of employment taxes due on

25 account of the wage component of the Settlement Shares payable to Final Settlement Class

26 members.

27 Class Counsel fully and finally releases, following HSG's payment of the approved

28 attorneys' fees payable pursuant to the terms of this Agreement, the Released Persons from any

claims they have related to issuance of such payment.

The Final Settlement Class members acknowledge that they each may have claims within

the description of Settlement paragraph X.A that are presently unknown and that the release

contained in this Agreement is intended to and will fully, finally, and forever discharge all such

claims, whether known or unknown, to the extent they fall within the description of claims being

1 released above. ACCORDINGLY, EACH FINAL SETTLEMENT CLASS MEMBER
2 EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND
3 RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CIVIL CODE
4 SECTION 1542, AS TO THE RELEASED CLAIMS ONLY WHICH PROVIDES IN FULL
5 AS FOLLOWS:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
8 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
9 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM
 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
 HER SETTLEMENT WITH THE DEBTOR.

10 In giving this waiver, the Final Settlement Class members acknowledge that they may hereafter
11 discover facts in addition to or different from those which they now believe to be true with
12 respect to the released claims, but agree that they have taken that possibility into account in
13 reaching this Agreement and that, notwithstanding the discovery or existence of any such
14 additional or different facts, as to which the Releasing Persons expressly assume the risk, they
15 freely and voluntarily give the release as set forth above.

16 The Final Settlement Class members also acknowledge and agree that their claims for
17 failure to reimburse for necessary expenses, breach of an implied contract, failure to provide meal
18 periods, failure to pay wages including applicable overtime wages, failure to provide itemized
19 wage statements and pay wages timely upon termination in the Action are disputed and that Labor
20 Code section 206.5 is therefore not applicable to the Parties hereto. That section provides in
21 pertinent part as follows:

22 No employer shall require the execution of any release of any claim or
23 right on account of wages due or to become due, or made as an advance on
24 wages to be earned, unless payment of such wages has been made.

25 8. Neither this Judgment, the Final Approval Order, the Settlement, nor any
26 document referred to herein, nor any action taken to carry out the Settlement is, may be construed
27 as, or may be used as, an admission by or against Defendant, or any of the other Released Parties,
28 of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the

1 Settlement, and any negotiations or proceedings related thereto, shall not in any event be
2 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
3 or defenses by Defendant, or any of the other Released Parties, and shall not be offered in
4 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
5 purpose whatsoever other than to enforce the provisions of this Final Approval Order, the
6 Settlement, the Released Claims, or any related agreement or release. Notwithstanding these
7 restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding,
8 the Final Approval Order, the Settlement, and any other papers and records on file in the Action
9 as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or
10 other theory of claim or issue preclusion or similar defense as to the Released Claims.

11 9. The Court hereby enters a judgment pursuant to the terms set forth in the
12 Settlement as of the filing date of this Final Approval Order. Without affecting the finality of the
13 Final Approval Order and Judgment in any way, the Court hereby retains continuing jurisdiction
14 over the over the parties and the interpretation, implementation and enforcement of the Settlement
15 and all orders entered in connection therewith pursuant to Rule of Court 3.769(h) and Code of
16 Civil Procedure section 664.6 to the fullest extent necessary or convenient to enforce and
17 effectuate the terms of the Settlement and the matters provided for therein.

18 10. The Court hereby finds the settlement process and payments provided for under
19 the Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore,
20 orders the calculations and the payments to be made and administered in accordance with the
21 terms of the Settlement.

22 11. The Court hereby confirms The Spivak Law Firm, the Law Offices of Louis
23 Benowitz, and the Law Offices of Shaun Setareh as Class Counsel.

24 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
26 of \$566,666.67 and attorneys' costs in the amount of \$21,182.31 as final payment for and
27 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
28 Counsel and any other person or entity related to the Action. The Court further orders that the

1 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
2 terms of the Settlement and transferred and/or made payable to the Law Offices of Shaun Setareh,
3 The Spivak Law Firm and the Law Offices of Louis Benowitz as Class Counsel; the allocation of
4 the award of attorneys' fees and costs among Class Counsel is based on a separate agreement
5 between Class Counsel in the Action.

6 13. The Court also hereby approves and orders an enhancement award of \$25,000.00
7 to Plaintiff Luis Valdez for acting as the Class Representative.

8 14. The Court also hereby approves and orders payment from the Maximum
9 Settlement Amount for the actual claims administration expenses incurred by Simpluris, Inc. in
10 the amount of \$8,000.00.

11 15. The Court also hereby approves and orders payment from the Maximum
12 Settlement Amount for civil penalties to the Labor and Workforce Development Agency, in the
13 amount of \$10,000.00.

14 16. The Court also hereby finds and orders that the Settlement is and constitutes a fair,
15 reasonable and adequate compromise of the Released Claims against Defendants and the
16 Released Parties.

17 17. Provided the Settlement becomes effective under the terms of the Settlement, the
18 Court also hereby orders that the deadline for mailing the Court-approved settlement awards,
19 attorneys' fees and costs, and service payment is as set forth in the Settlement.

20 18. The Court also hereby finds that there were no objections to the Settlement raised
21 by any person on the record at the hearing on the Final Order, and that no Settlement Class
22 members requested exclusion from the Settlement.

23 19. This document shall constitute a judgment (and separate document constituting
24 said judgment) for purposes of California Rule of Court 3.769(h).

25 *20. Notice of this judgment shall be posted on web site of Simpluris for 30 days.*
26 **IT IS SO ORDERED.**

27 Dated: July ²³ 17, 2013

28 BY WILLIAM F. HIGHBERGER
Hon. William F. Highberger
Los Angeles Superior Court Judge

