

06/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHERINE TOWNSEND, an)	Case No.: 20STCV18526
individual, on behalf of)	
herself, and on behalf of all)	
persons similarly situated,)	
)	
Plaintiff,)	
)	JUDGMENT
vs.)	
)	
)	
RO-AL, INC., a California)	
Corporation; PATRICK MOLLOY)	
BASTIAN, an individual; ALICE)	
BASTIAN HAHN, an individual;)	
FRED HAHN, an individual; and)	
DOES 1 through 50 inclusive,)	
)	
Defendants.)	
)	
)	

The Court finds as follows:

1 A. The Court granted preliminary approval of the Second
2 Amended Settlement Agreement ("Settlement Agreement") and
3 certified a provisional settlement class on July 28, 2022.

4 B. The Court granted final approval of the Settlement
5 Agreement on June 6, 2023, certified the settlement class with
6 no opt-outs, and found that the Settlement Agreement was fair,
7 adequate and reasonable.

8 C. The Court defined the following:

9 "Class Member(s)" or "Settlement Class": all persons who
10 are or were hourly paid and/or non-exempt employees of Ro-Al,
11 Inc., Patrick Molloy Bastian, or Alice Bastian Hahn at Patrick
12 Molloy's Sports Pub in the State of California, at any time
13 during the Class Period. (Settlement Agreement, ¶6.)

14 "Class Period": May 12, 2016, through the date of
15 Preliminary Approval of this Settlement. (¶7)

16 "PAGA Employees": individuals who worked for Defendants as
17 hourly paid and/or non-exempt employees at Patrick Molloy's
18 Sports Pub in California during the PAGA Period. The Parties
19 agree that there is no statutory right for any PAGA Employee to
20 opt out or otherwise exclude himself or herself from the PAGA
21 Payment and the associated release of claims and rights under
22 PAGA. (¶18)

23 "PAGA Period": October 7, 2019, through the date of
24 Preliminary Approval of the Settlement. (¶20)

1 IT IS ORDERED, ADJUDGED AND DECREED:

2 1. Plaintiff Katherine Townsend, an individual, on behalf
3 of herself, and on behalf of all persons similarly situated,
4 shall take from Defendants Ro-Al, Inc., a California
5 Corporation; Patrick Molloy Bastian, an individual; Alice
6 Bastian Hahn, an individual; Fred Hahn, an individual, as set
7 forth in the Parties' Settlement Agreement and the Court's
8 Approval Order entered June 6, 2023.

9
10 2. Defendants must pay Plaintiffs the Gross Settlement
11 Amount (GSA) of \$225,000. The Net Settlement Amount is the GSA
12 minus the following:

13 a. \$75,000 (25%) for attorneys' fees to Class
14 Counsel, the Law Offices Of David R. Greifinger;

15 b. \$6,507.73 for attorney costs to Class Counsel;

16 c. \$5,000 for an enhancement award to the class
17 representative, Katherine Townsend;

18 d. \$13,000 for claims administration costs to CPT
19 Group, Inc.;

20 e. \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

21 Employer share of the payroll taxes on the taxable portion
22 of the settlement payments, including but not limited to the
23 employer FICA, FUTA, and SDI contributions, shall be paid
24 separately from the GSA by Defendant.
25

1 3. Upon the "Release Effective Date" (the date on which
2 Defendants fully fund the Maximum Settlement Amount), and except
3 as to rights or claims that may be created by this Settlement
4 Agreement, each Participating Class Member, together and
5 individually, on their behalf and on behalf of their respective
6 spouses, heirs, executors, administrators, agents, and
7 attorneys, shall fully and forever release and discharge all of
8 the Released Parties, or any of them, from each of the Released
9 Class Claims that arose during the Class Period. This release
10 does not include claims that arose outside of the Class Period.
11 Participating Class Members will be deemed to have acknowledged
12 and agreed that their claims for wages and/or penalties in the
13 Action are disputed, and that their Individual Settlement
14 Payments constitute payment of all sums allegedly due to them
15 for the Released Claims. (§54)

17 In addition to the release of Released Claims against the
18 Released Parties made by all Participating Class Members, upon
19 the Release Effective Date, all PAGA Employees - and the LWDA -
20 shall fully and forever release and discharge all of the
21 Released Parties, or any of them, from each of the Released PAGA
22 Claims, which include all PAGA claims that were disclosed in
23 Plaintiff's letter to the LWDA and alleged in the Operative
24 Complaint, and which arose during the PAGA Period, including
25 claims seeking civil penalties for failure to pay overtime

1 compensation and liquidated damages; failure to pay minimum
2 wages and liquidated damages, failure to provide meal periods;
3 failure to provide rest periods; failure to provide itemized
4 wage statements; failure to reimburse business expenses; failure
5 to provide adequate seating; improper receipt and distribution
6 of gratuities; failure to pay wages upon termination of
7 employment; and civil penalties under Labor Code section 558.
8 The PAGA Release includes claims for civil penalties based on
9 violations of California Labor Code sections 203, 226, 226.7,
10 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197.1, 1198, 2698,
11 et seq., 2800, and 2802. The Parties agree that there is no
12 statutory right for any PAGA Employee to opt out or otherwise
13 exclude himself or herself from the PAGA Payment and the
14 associated release of claims and rights under PAGA. This release
15 does not include claims that arose outside of the PAGA period.

17 (§55)

18 "Released Claims" means all claims and allegations for the
19 causes of action pled in the Operative Complaint on behalf of
20 the putative Class or upon facts alleged in the Operative
21 Complaint on behalf of the putative Class under state, federal
22 or local law, whether statutory, common law or administrative,
23 that arose during the Class Period ("Released Class Claim"). The
24 causes of action pled in the Operative Complaint on behalf of
25 the putative Class include claims for: failure to pay overtime

1 compensation and liquidated damages (Lab. Code, §§ 510, 1194,
2 1194.2, & 1198); failure to pay minimum wages and liquidated
3 damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198,
4 and Cal. Code Regs., tit. 8, § 11050); failure to provide meal
5 periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8,
6 § 11050); failure to provide rest periods (Lab. Code, §§ 226.7 &
7 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide
8 itemized wage statements (Lab. Code, § 226); failure to
9 reimburse business expenses (Lab. Code, §§ 2800 & 2802); failure
10 to provide adequate seating (Lab. Code, § 1198 and Cal. Code
11 Regs., tit. 8, § 11050, subd. (14)); improper receipt and
12 distribution of gratuities (Lab. Code, § 351); failure to pay
13 wages upon termination of employment (Lab. Code, § 203); civil
14 penalties under Labor Code section 558; and unfair competition
15 (Bus. & Prof. Code, § 17200, et. seq.) Upon entry of final
16 judgment and funding of the Maximum Settlement Amount, the PAGA
17 Employees shall also release the Released Parties from all PAGA
18 claims that were disclosed in Plaintiff's letter to the LWDA and
19 alleged in the Operative Complaint, and which arose during the
20 PAGA Period, as further specified below ("Released PAGA
21 Claims"). Class Members who are not PAGA Employees shall not be
22 deemed to have released their claims for PAGA penalties. Both
23 the Class and PAGA Releases expressly exclude all other claims,
24 including claims for vested benefits, wrongful termination,
25

1 unemployment insurance, disability, social security, workers'
2 compensation, or claims that arose outside the respective Class
3 or PAGA Periods. Released Claims do not include claims that, as
4 a matter of law, cannot be released. (§25)

5 "Release Effective Date" shall mean the date on which
6 Defendants fully fund the Maximum Settlement Amount. (§26)

7 "Released Parties" means Defendants Ro-Al, Inc., dba
8 Patrick Molloy's, Patrick Molloy Bastian, Alice Bastian Hahn,
9 and Harry Frederick Hahn (including but not limited to the
10 Estate of Harry Frederick Hahn), and all of their present and
11 former parent companies, subsidiaries, divisions, related or
12 affiliated companies, shareholders, officers, directors,
13 employees, agents, attorneys, insurers, successors and assigns,
14 and any individual or entity which could be liable for any of
15 the Released Claims, and Defendants' counsel of record in the
16 Action. (§27)

17
18 Named Plaintiff Katherine Townsend provides a general
19 release and 1542 waiver. (§70)

20 4. All uncashed settlement checks, plus interest, must be
21 delivered to the California State Controller's Unclaimed
22 Property Division in the name of the Class Member/Aggrieved
23 Employee who did not cash his or her check.

24 5. Pursuant to California Rules of Court, Rule 3.769(h),
25 the Court retains jurisdiction over the parties with respect to

1 enforcement of this Judgment under California Code of Civil
2 Procedure Section 664.6.

3 CLERK TO GIVE NOTICE.

4 DATED: June 6, 2023



Yvette M. Palazuelos

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6 YVETTE M. PALAZUELOS
7 JUDGE OF THE SUPERIOR COURT
8 Yvette M. Palazuelos / Judge
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