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ABNER QUINCHO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ABNER QUINCHO, on behalf of the State
of California, as private attorney general,

Plaintiff,

vs.

CAFE RIO, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVDS2011822

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: December 14, 2021

Hearing Time: 9:00 a.m.

Judge: Janet Frangie

Dept.: S-29

Trial Date: Not Set

1 Plaintiff Abner Quincho (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Defendant Cafe Rio, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
5 this action and is authorized to act as private attorney general with respect to the PAGA claims being
6 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
7 California Labor Workforce Development Agency was provided with notice of the Settlement and
8 the motion for approval of the PAGA settlement via its online process and no objection has been
9 received to the settlement or the motion from the Labor Workforce Development Agency.

10 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
11 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
12 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
13 \$835,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
14 \$15,000), PAGA Counsel’s Attorneys’ Fees in the amount of \$278,334 (not to exceed one-third of
15 the Gross PAGA Settlement Amount), and PAGA Counsel’s Attorneys’ Expenses in the amount of
16 \$14,045.46. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement
17 Amount after deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’
18 Expenses, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified
19 in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will be paid to
20 the Aggrieved Employees.

21 The Court, having reviewed the evidence and papers submitted and argument of counsel,
22 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
23 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
24 allocated and paid out as set forth in the Settlement Agreement.

25 The “Aggrieved Employees” are defined as all individuals Defendant employed in California
26 and classified as non-exempt during the period from January 29, 2019 through and including April 2,
27 2021. The PAGA Period is the time period from January 29, 2019 through and including April 18,
28

1 2021. The Aggrieved Employees are estimated to consist of 2,327 individuals.

2 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties
3 shall be entitled to a release of the PAGA Released Claims. The “PAGA Released Claims” are all
4 PAGA claims that occurred during the PAGA Period that have been or could have been alleged
5 under the PAGA based upon the allegations set forth in the First Amended Complaint and the PAGA
6 notice letters sent on Plaintiff’s behalf, whether known or unknown, and whether anticipated or
7 unanticipated, that accrued during the PAGA Period, including any alleged violations arising out of
8 or relating to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 248, 248.1,
9 248.2, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, and any provision of
10 Industrial Welfare Commission Wage Order 5, as well as any other alleged violations of the Labor
11 Code or any other applicable Industrial Welfare Commission Wage Order provisions (“PAGA
12 Released Claims”). The “PAGA Released Claims” expressly excludes claims for vested benefits,
13 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
14 class claims, and PAGA claims outside of the PAGA Period. In no event shall the release of the
15 PAGA Released Claims release any non-PAGA, individual claims of any Aggrieved Employees
16 other than Plaintiff.

17 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
18 claims of the Plaintiff are dismissed with prejudice pursuant to a separate individual settlement
19 agreement between Plaintiff and Defendant. After entry of this Order and Judgment, the Court shall
20 retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear
21 and resolve any contested challenge to a claim for settlement benefits, and to supervise and
22 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

23 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
24 **ENTERED ACCORDINGLY.**

25
26 DATED: _____

27 THE HONORABLE JANET FRANGIE
JUDGE OF THE SUPERIOR COURT
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