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Attorneys for Plaintiff 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**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 14, 2021

Hearing Time: 9:00 a.m.

Judge: Hon. Janet Frangie

Dept.: S29

Complaint Filed: May 29, 2020

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

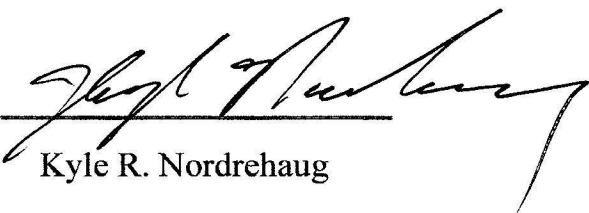
2 YOU ARE HEREBY NOTIFIED THAT on December 14, 2021, the Court entered
3 the Judgment in the above entitled action. A true and correct copy of the Judgment is
4 attached hereto as Exhibit #1. This Judgment is also served on the LWDA pursuant to the
5 Proof of Service below.

6 The Court also set a settlement compliance hearing for August 25, 2022 at 9:00 a.m.
7 in Department 29 of the above entitled Court.

8 Respectfully submitted,

9
10 Dated: December 16, 2021

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11
12
13 By: 

14 Kyle R. Nordrehaug

15 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over
4 the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla,
5 California 92037.

6 On December 16, 2021, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8
9 X (BY ELECTRONIC SERVICE): Based upon the agreement of the Parties, I caused
10 the above entitled documents to be served on the following parties to this action via electronic
11 service through pursuant to CCP §1010.6:

12 MORGAN, LEWIS & BOCKIUS LLP
13 Daryl S. Landy, Bar No. 136288
14 Alexander L. Grodan, Bar No. 261374
15 David J. Rashe, Bar No. 318400
16 600 Anton Boulevard, Suite 1800
17 Costa Mesa, CA 92626-7653
18 Tel: 714.830.0600
19 Fax: 714.830.0700
20 Email: daryl.landy@morganlewis.com
21 Email: alexander.grodan@morganlewis.com
22 Email: david.rashe@morganlewis.com

23 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered
24 to the Labor Workforce Development Agency via online process at the PAGA Filing website in
25 accordance with the procedure imposed by the LWDA.

26 X (State): I declare under penalty of perjury under the laws of the State of California
27 that the above is true and correct.

28 Executed on December 16, 2021, at La Jolla, California.

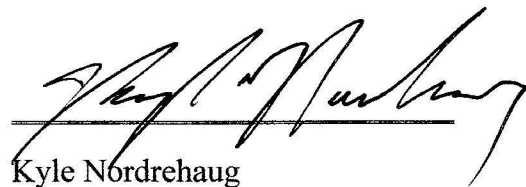

Kyle Nordrehaug

EXHIBIT #1

ORIGINAL

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiff

ABNER QUINCHO

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 14 2021

BY Theresa Handgied
DEPUTY

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(l), 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(l)(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

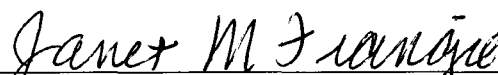
2021. The Aggrieved Employees are estimated to consist of 2,327 individuals.

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

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

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

DATED: DEC 14 2021



THE HONORABLE JANET FRANJE
JUDGE OF THE SUPERIOR COURT