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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDWIN ENRIQUEZ, individually and on
behalf of others similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

THE JOHNNY ROCKETS GROUP, an
active Delaware Corporation; and DOES
1 through 10,

Defendants.

Case No.: 19STCV43986

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Maren E. Nelson
in Dept. SS-17]*

**PLAINTIFF’S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE’S
ENHANCEMENT AWARD, CLASS
COUNSEL ATTORNEYS’ FEES AND
COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND
LWDA PAYMENT**

[FILED CONCURRENTLY WITH
DECLARATION OF HAIK HACOPIAN;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
KAYLIE O’CONNOR; DECLARATION OF
EDWIN ENRIQUEZ; AND [PROPOSED]
ORDER]

Date: November 13, 2023

Time: 9:00 a.m.

Dept.: SS-17

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on
2 November 13, 2023 at 9:00 a.m. or as soon thereafter as the matter may be heard in
3 Department SS-17 of the above-entitled Court located at 312 North Spring Street, Los
4 Angeles, California 90012, Plaintiff Edwin Enriquez ("Plaintiff"), individually and on behalf
5 of a similarly-situated class of individuals, will and hereby does move this Court for entry of
6 an Order pursuant to California Code of Civil Procedure § 382 and California Rules of Court,
7 rule 3.769:

8 1. Confirming the certification of the Settlement Class for settlement purposes
9 under Section 382 of the California Code of Civil Procedure, defined as follows:

10 All non-exempt employees who previously were employed by
11 Defendant The Johnny Rockets Group, Inc. in California during the
12 period of November 18, 2016 to March 1, 2022 ("Class Period");

13 2. Confirming the appointment of Plaintiff Edwin Enriquez as Class
14 Representative;

15 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
16 Mooradian Law, APC, as Class Counsel;

17 4. Granting final approval of the Amended Stipulated Settlement Agreement
18 ("Settlement Agreement" or "S.A.");

19 5. Approving an award of \$210,000.00 in Attorneys' Fees to Class Counsel;

20 6. Approving an award of \$19,798.59 in litigation costs and expenses to Class
21 Counsel;

22 7. Approving an award of \$10,000 in Settlement Administration Costs to CPT
23 Group;

24 8. Approving an allocation of \$20,000 for Private Attorneys General Act
25 ("PAGA") claims with respective division and payments as follows: 75% (\$15,000.00) to the
26 California Labor and Workforce Development Agency ("LWDA") and 25% (\$5,000.00) to
27 Aggrieved Employees; and

28 9. Approving an Enhancement Award totaling \$10,000 to Plaintiff for his service

1 as the Class Representative.

2 This Motion is made on the following grounds: (1) the Settlement Class continues to
3 meet the requirements for class certification for settlement purposes only under Code of Civil
4 Procedure § 382; (2) Plaintiff Enriquez and previously appointed Class Counsel continue to
5 be adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and
6 reasonable compromise of disputed wage and hour claims; (4) the requested awards of Class
7 Counsel Attorneys' Fees, Class Counsel Costs, Enhancement Award, and Settlement
8 Administration Costs, are all fair, adequate, and reasonable; and (5) in light of the foregoing,
9 the [Proposed] Order Granting Final Approval of Class Action Settlement submitted herewith
10 should be entered so as to give finality to, and allow for disbursements from the Settlement.

11 This motion is based on this Notice, the attached Memorandum of Points and
12 Authorities, the supporting declarations of Haik Hacopian, Zorik Mooradian, Kaylie
13 O'Connor, Edwin Enriquez, and the exhibits attached thereto; the [Proposed] Order Granting
14 Plaintiff's Motion for Final Approval of Class Action Settlement; the Settlement Agreement;
15 all other pleadings and papers on file in this action; and on any further oral or documentary
16 evidence or argument presented at the time of hearing.

17
18 Dated: October 19, 2023

MOORADIAN LAW, APC

19 By: /s/Haik Hacopian

Zorik Mooradian, Esq.,

Haik Hacopian, Esq.,

20 Attorneys for Plaintiff individually and on
21 behalf of others similarly situated and other
22 aggrieved employees
23
24
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Edwin Enriquez (hereinafter “Plaintiff” or “Class Representative”), hereby
4 requests final approval of the non-reversionary class action settlement entered into with
5 Defendant The Johnny Rockets Group (hereinafter collectively “Johnny Rockets” or
6 “Defendant”) which resolves the subject class and representative action on behalf of the
7 Settlement Class defined as follows:

8 All non-exempt employees who previously were employed by
9 Defendant in California during the period of November 18, 2016 to
March 1, 2022 (“Class Period”).

10 This settlement has been received positively by the Settlement Class with a 100%
11 participation rate by 498 Settlement Class Members. There are zero objections and zero
12 exclusion requests. This settlement, if approved, will pay an average of \$663.06 to
13 Participating Settlement Class members. Johnny Rockets will pay a gross settlement of
14 \$600,000.00 to fund the settlement, plus the employer’s share of payroll taxes on the portion
15 of the net settlement that is allocated to wages.

16 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
17 (1) the Settlement Class continues to meet the requirements for class certification for
18 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants
19 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims
20 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class
21 Counsel’s Costs, Plaintiff’s Enhancement Award, and Settlement Administration Costs are all
22 fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed]
23 Order Granting Final Approval of Class Action Settlement submitted concurrently herewith.

24 Given the risks of this litigation and the amount of the settlement, the result here is
25 laudable. As detailed below, the work performed by Plaintiff and Class Counsel was
26 significant. Among other things, Class Counsel:

27 • Conducted initial investigations and developed the theories and facts to support
28 Plaintiff’s claims;

1 • Conducted formal and informal discovery including review and analysis of
2 significant document and wage related electronic records including employee time and payroll
3 records;

4 • Prepared a detailed mediation brief and damages analysis in connection with a
5 mediation session with Jeffrey Krivis;

6 • Engaged in arm's length settlement negotiations with Defendant at the
7 mediation;

8 • Continued arm's length negotiations with Defendant beyond the mediation
9 which ultimately resulted in this settlement;

10 • Worked with Defendant to further perfect the Settlement, to prepare the
11 Settlement Agreement, related forms, and approval motions; and

12 • Incurred a minimum of \$19,798.59 in costs pursuing this case on behalf of
13 Settlement Class Members that would not have been recoverable had Plaintiff lost.

14 Moreover, in pursuing this case against Defendant, Plaintiff and Class Counsel faced
15 serious risks, including but not limited to:

16 • The risk of being unable to establish class-wide liability on the meal and rest
17 period claims in light of the defense that all breaks were properly provided under *Brinker*
18 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;

19 • The necessity of significant individualized inquiry with respect to any unpaid
20 wage claims and/or meal/rest break claims making certification unlikely and decertification
21 likely;

22 • The risk of being unable to establish class-wide liability on the wage statement
23 and waiting time claims in light of the burden of proving that any violations were "knowing
24 and intentional";

25 • The risk of being denied the ability to proceed on a class basis in view of the
26 U.S. Supreme Court's decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
27

1 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court's
2 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

- 3 • The risk of a potentially prolonged and expensive trial;
- 4 • The risk of Plaintiff being held liable for Defendant's attorneys' fees and/or
5 costs if this case had been unsuccessful;
- 6 • The risk of lengthy appeals; and
- 7 • The risk that Plaintiff's future employment prospects would be adversely
8 affected by filing the instant lawsuit.

9 Despite the many risks faced by Plaintiff and Class Counsel, and the difficulty in
10 prosecuting such a complex case, they nevertheless achieved a positive result for the
11 Settlement Class. Accordingly, Class Counsel's request for attorneys' fees of \$210,000.00, or
12 thirty-five percent (35%) of the Settlement Amount, is fair, adequate and reasonable. This
13 amount is well-earned, supported by controlling case law, and is squarely within the range
14 awarded by California courts in similar complex cases. Such an award is reasonable and
15 supported by the California Supreme Court's ruling in *Laffitte v. Robert Half Intern., Inc.*
16 (2016) 1 Cal 5th 480. Class Counsel's collective lodestar is \$137,211.50, and the application
17 of a modest 1.53 multiplier would result in the requested fee award. The incurred expenses
18 totaling \$19,798.59 were reasonable and necessary to the prosecution of this action and the
19 administration of this Settlement and are less than the \$25,000 maximum contemplated by the
20 Settlement Agreement.

21 Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of
22 \$10,000 and a payment for \$15,000 to the LWDA, for its share of PAGA penalties, be
23 approved.

24 Finally, Plaintiff's requested Enhancement Award for \$10,000.00 also warrants
25 approval because it is fair and reasonable in view of Plaintiff's efforts in his case and the risks
26 he has undertaken, especially considering that he jeopardized his future job prospects and
27 exposed himself to the risk of awards for attorneys' fees and costs against him (which could
28

1 have potentially totaled several hundred thousand dollars). Notably, this matter implicates
2 Plaintiff's involvement for over a four year period.

3 Accordingly, this Court should grant this Motion in its entirety and finally approve the
4 settlement.

5 6 **II. FACTUAL AND PROCEDURAL BACKGROUND**

7 **A. Plaintiff's Lawsuit**

8 On December 9, 2019, Plaintiff Edwin Enriquez filed a class action complaint to
9 initiate the instant lawsuit ("Action"). On that date as well, Plaintiff communicated a notice
10 letter pursuant to the Private Attorneys General Act ("PAGA") to Defendant and to the Labor
11 and Workforce Development Agency ("LWDA"). Plaintiff's PAGA claim was assigned case
12 no. LWDA-CM-773887-20 upon electronic submission to the LWDA. S.A. ¶¶2.1, 2.2.

13 On August 17, 2020, the operative First Amended Complaint was filed and which
14 asserts the following causes of action: (1) Failure to Pay Wages; (2) Failure to Provide Meal
15 Periods; (3) Failure to Provide Paid Rest Periods; (4) Failure to Timely Pay Wages at
16 Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Violation of
17 Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (7) Penalties
18 Pursuant to Private Attorneys General Act ("PAGA"). On September 21, 2020, Defendant
19 filed its Answer to the First Amended Complaint. S.A. ¶2.3.

20 **B. Discovery and Mediation**

21 The Parties have conducted investigation of the operative facts and applicable law
22 during the pendency of the case through both formal and informal discovery. Plaintiff has
23 reviewed and examined class data and has retained the services of an expert who has analyzed
24 the damages and evaluated the potential class wide exposure. Prior to mediation, Defendant
25 produced a sample of time and payroll records for two of their locations, a class list with hire
26 and termination dates, and relevant policies. Subsequent to mediation, the production was
27 substantially supplemented through formal discovery and included time records, time
28

1 adjustment records, payroll records across all class restaurant locations as embodied by over
2 a 16,000 bates page production and payroll data file with 17,840 lines of data. This complete
3 data set was fully analyzed by Plaintiff's expert prior to Preliminary Approval. Declaration of
4 Haik Hacopian ("HH Decl."), ¶7.

5 On May 12, 2021, Plaintiff and Defendant participated in a full-day mediation before
6 Mr. Jeffrey Krivis. The Parties were unable to reach a resolution at the mediation and resumed
7 litigation while concurrently attempting to negotiate a settlement. The Parties ultimately
8 reached this settlement by entering into their Stipulated Settlement Agreement, and later
9 entered into the operative Amended Stipulated Settlement Agreement, a true and correct copy
10 of which was attached as Exhibit "A" to the Supplemental Declaration of Haik Hacopian filed
11 on April 28, 2023. HH Decl. ¶8.

12 **C. Grant of Preliminary Approval**

13 This Court granted preliminary approval of the Settlement on July 7, 2023 and entered
14 the Preliminary Approval Order after holding a hearing on that date. Prior to the hearing, on
15 October 5, 2022, Plaintiff filed his Motion for Preliminary Approval and supporting papers.
16 On February 22, 2023, the Court issued a Minute Order wherein clarifications and changes to
17 the settlement were requested. On April 28, 2023, Plaintiff filed a Supplemental Brief with
18 supporting declarations that addressed each point raised by the Court's Minute Order. A
19 further supplemental filing was submitted on May 4, 2023. A true and correct copy of the July
20 10, 2023 Notice of Entry of the Court's Preliminary Approval Order is attached as **Exhibit**
21 **"1"** to the Declaration of Haik Hacopian. HH Decl., ¶9, Exh. 1.

22 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for
23 which were provided with each respective filing. These submissions were in addition to the
24 PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA. HH Decl., ¶10.

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1 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

2 **A. Monetary Terms**

3 This Settlement provides for Johnny Rockets to pay the non-reversionary settlement
4 amount of \$600,000 (“Settlement Amount”), in addition to the employer share of payroll taxes
5 on the wage component of this Settlement. S.A. ¶¶1.21, 3.5. The Net Settlement Amount is
6 the amount remaining from the Settlement Amount after deducting Class Counsel fees
7 (\$210,000.00 or thirty-five percent of the Settlement Amount), Class Counsel costs
8 (\$19,798.59), the Enhancement Award to named Plaintiff (\$10,000.00), settlement
9 administration costs (\$10,000.00), the LWDA’s 75% share of the PAGA allocation
10 (\$15,000.00), and aggrieved employees 25% share of same (\$5,000.00). S.A. ¶1.12. The
11 foregoing deductions from the Settlement Amount result in an estimated Net Settlement
12 Amount of \$330,201.41. HH Decl. ¶11.

13 Individual Settlement Payments shall be determined by the number of Workweeks
14 Worked attributable to a Settlement Class Member during the Class Period. S.A. ¶4.3.
15 Settlement Class Members who were employed by Defendants during the period from
16 December 9, 2018 to March 1, 2022 (“PAGA Period”). will be paid a proportionate share of
17 the 25% PAGA allocation (\$5,000.00) based on the proportionate number of weekly pay
18 periods worked by the Settlement Class Member during that period. S.A. ¶¶1.3, 1.13, and 3.9.

19 The average approximate Settlement Payment is \$663.06, the highest is \$3,393.87, the
20 lowest is \$12.30. HH Decl., ¶11. Declaration of Kaylie O’Connor (“O’Connor Decl.”) ¶15.
21 Settlement Awards will be allocated twenty percent (20%) to wages and eighty percent (80%)
22 to interest and penalties. S.A. ¶4.9.

23 **B. Summary of Notice Process and Response from the Settlement Class**

24 On July 21, 2023, CPT received a data file containing names, last known addresses,
25 phone numbers, Social Security numbers, hire dates, termination dates for 498 Class
26 Members. O’Connor Decl., at ¶5.

27 On August 4, 2023, the Notices were mailed via U.S. first class mail, in English and
28

Spanish, to all 498 Class Members after conducting a National Change of Address (NCOA) search to update addresses. *Id.* at ¶¶4, 6, & 7. Ultimately, 10 Notice Packets were undeliverable after a skip trace. *Id.* at ¶¶8 & 9.

Class Members had until October 3, 2023 to submit objections, disputes, and/or requests for exclusion. *Id.* at ¶7. As of October 17, 2023, CPT has not received any objections, disputes to the settlement, or requests for exclusion. *Id.* at ¶¶10-12.

Four Hundred Ninety Eight (498) Participating Class Members are part of this class action settlement, representing a 100% participation rate and who will be receiving 100% of the Net Settlement Amount. *Id.* at ¶13. The average payment, per the administrator, to each Participating Class Member is estimated at \$652.61, the highest payment is estimated at \$3,393.87, and the lowest at \$12.30. *Id.* at ¶15.

C. Timing of Payments and Uncashed Checks

Defendant shall deliver the Settlement Amount to the Settlement Administrator within thirty (30) days after the Effective Date. S.A. ¶4.12. The Settlement Administrator shall distribute not later than fourteen (14) days after receiving the Settlement Amount from Defendant. S.A. ¶4.13. As there are no objections, the Effective Date will be the date after ten (10) calendar days have passed since the Court has entered a Final Approval Order and Judgment. S.A. ¶1.11.

All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member's release shall remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall escheat to the Unclaimed Property Fund of the Controller's office for the State of California. S.A. ¶4.15.

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1 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**
2 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**
3 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**
4 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

5 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
6 and its members are too numerous for joinder to be practical; (2) the representative(s) and
7 absent class members share a community of interest and questions of law and fact common to
8 the class predominate over questions unique to individual class members; (3) the
9 representative's claims are typical of the class's claims; and (4) the representatives will fairly
10 and adequately represent the class's interests. See *Richmond v. Dart Industries, Inc.* (1981)
11 29 Cal.3d 462, 470. Here, this Court found that the Settlement Class meets all the requirements
12 for class certification for settlement purposes when it granted preliminary approval of the
13 Settlement on July 7, 2023. Notably, preliminary approval was predicated on a class size of
14 522 and 37,662 workweeks whereas the ultimate class size is 498 and 26,430, rendering the
15 settlement more favorable. No new circumstances have cast any doubt on the propriety of the
16 preliminary approval determination. HH Decl., ¶12. In fact, the reaction of the Settlement
17 Class Members to the notice of the Settlement has been entirely in support of the Settlement,
18 with not a single Class Member objecting or requesting exclusion. O'Connor Decl., ¶¶11 &
19 12. Accordingly, this Court should confirm its conditional certification of the Settlement
20 Class.

21 **A. This Court Should Finally Approve the Settlement Because It Is a Fair,**
22 **Adequate, and Reasonable Compromise of Disputed Wage and Hour**
23 **Claims**

24 California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v.*
25 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action
26 settlements involve a court approval process that exists to prevent fraud, collusion, and
27 unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
28 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement
approval, notice being given to class members, and a final fairness and approval hearing at
which class members have the opportunity to be heard with respect to the settlement. *Id.* Now

1 that notice has been provided to the Settlement Class Members, and the notice process is
2 complete, Plaintiffs respectfully request that the Court finally approve the Settlement as fair,
3 adequate, and reasonable.

4 **1. The Settlement Was Reached Via Arm's-Length Bargaining**
5 **Through Experienced Counsel and an Experienced Mediator and**
6 **Was Based on Sufficient Information to Intelligently Negotiate a**
7 **Fair Settlement in Light of the Claims Asserted and Risks of**
8 **Continued Litigation**

9 A settlement is presumptively fair where it is reached through arm's-length bargaining,
10 based on sufficient discovery and investigation to allow counsel and the court to act
11 intelligently, counsel is experienced in similar litigation, and the percentage of objectors to
12 the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In
13 deciding whether to approve a proposed settlement, a trial court has broad powers to determine
14 if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior*
15 *Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is
16 to ensure that a proposed settlement is "fair, adequate, and reasonable." *Dunk, supra*, 48
17 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
18 include, but are not limited to:

19 [T]he strength of Plaintiff's case, the risk, expense, complexity and
20 likely duration of further litigation, the risk of maintaining class
21 action status through trial, the amount offered in settlement, the
22 extent of discovery completed and the stage of the proceedings, the
23 experience and views of counsel, the presence of a governmental
24 participant, and the reaction of the class members to the proposed
25 settlement.

26 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor
27 the factors to each case and give due regard to "what is otherwise a private consensual
28 agreement between the parties." *Id.*

29 "In the context of a settlement agreement, the test is not the maximum amount Plaintiff
30 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
31 under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
32 250. Because settlements inherently involve compromise, even settlements providing for

1 substantially narrower relief than likely would be obtained if the suit were successfully
2 litigated can be reasonable because “the public interest may indeed be served by a voluntary
3 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting
4 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
5 109). In addition, courts review the discovery process and information received through it to
6 aid them in assessing whether the parties sufficiently developed the claims and their
7 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
8 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
9 the court to form “an understanding of the amount that is in controversy and the realistic range
10 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
11 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
12 “a meaningful and substantiated explanation of the manner in which the factual and legal
13 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

14
15 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
16 between and among qualified and experienced counsel, with the assistance of a well-respected
17 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
18 discussed, the parties participated in a mediation session before Mr. Jeffrey Krivis and
19 continued their negotiations after the mediation to reach settlement. HH Decl., ¶8. While
20 Plaintiff steadfastly maintains that his claims are meritorious, he also appreciates that there
21 are tremendous risks that continued litigation would entail thereby resulting in a loss in value
22 under the maximum exposure analysis, as extensively briefed in Plaintiff’s papers in support
23 of Preliminary Approval.

24 First, there are risks with respect to obtaining, and maintaining, class certification for
25 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
26 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
27 claims for failure to provide meal and rest periods due to their inability to show that managers
28 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
Ltd. (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court’s decision

1 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
2 its antipathy towards using “sampling” as a basis for ascertaining class-wide liability and/or
3 damages. Accordingly, Plaintiff would likely encounter extreme difficulty in certifying most
4 of the claims in this case because, while they may present substantial common liability issues,
5 they also give rise to individual damages issues. HH Decl., ¶13. Thus, there is a significant
6 risk that this case would not proceed to completion as a class action absent the Settlement.

7 Second, there are substantial risks with respect to establishing the merits of Plaintiff’s
8 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the
9 primary claim for unpaid wages required determinations at the individual level as to “why”
10 any off-the-clock work was performed, a major impediment to class certification. Defendant
11 contended that its written meal and rest break policies were compliant such that they satisfied
12 their obligations under *Brinker*. Moreover, engaging in the inquiry of whether any late, short,
13 or missed break was a result of employee choice or employer coercion would entail significant
14 individualized inquiries affecting class treatment of the claims. Defendant vehemently denied
15 that it engaged in any unlawful activity, failed to comply with the law in any respect, or have
16 any liability to any person or entity under the claims asserted in the lawsuit. HH Decl., ¶13.

17 Third, Defendant’s defenses and the uncertainty surrounding the merits of Plaintiff’s
18 underlying claims could potentially preclude most of the penalties sought in this case. For
19 instance, Labor Code § 203 requires proof of “willful” or “knowing and intentional” Labor
20 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
21 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
22 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*
23 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
24 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
25 penalties based on employer’s good faith defense notwithstanding that the plaintiffs prevailed
26 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
27 premium wages are potentially here) are not included in the list of faults for which an
28 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

Each of these considerations bore heavily on the negotiations allowing for the Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation. HH Decl., ¶14. As detailed in the papers supporting the Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue by reviewing policies, records and data regarding the size and makeup of the class. Thus, while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

2. The Settlement Fairly, Reasonably, and Adequately Compensates Settlement Class Members Because Each Participating Class Member Will Be Paid Based on the Extent of His or Her Injury as Compared to Other Class Members

The Net Settlement Amount will be paid to all Participating Settlement Class Members based on the number of workweeks worked during the Class Period. S.A. ¶4.3. Such an allocation method is fair, adequate, and reasonable because it correlates to the extent of harm allegedly suffered based on the asserted claims. HH Decl. ¶15. All checks not cashed within 180 days shall escheat to the Unclaimed Property Fund of the Controller’s office for the State of California which will allow Class Members to later claim any uncashed payments. S.A. ¶4.15.

3. The Absence of Any Objections or Exclusion Requests Further Confirms That the Settlement Is a Fair, Adequate, and Reasonable Compromise of the Disputed Claims at Issue

The response of class members to a settlement is relevant in evaluating whether it merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections or exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class of 5,454, showed a “particularly impressive” favorable response from class members supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, none of the 498 Settlement Class Members opted out of the settlement. O’Connor Decl., ¶12. Notably, not even a single member of the Settlement Class filed an objection to the Settlement. *Id.* at ¶11. Thus, the favorable response of the Settlement Class is completely positive and further

1 confirms that the Settlement is fair, adequate, and reasonable and merits final approval.

2
3 **V. AN AWARD OF ATTORNEYS' FEES SHOULD BE APPROVED**

4 **A. Class Counsel's Fees Should be Approved as a Percentage of the**
5 **Total Common Fund Created for the Class**

6 Class Counsel seeks a fee award calculated as a percentage of the total value of the
7 settlement for successful prosecution and resolution of all existing claims. Both California
8 State and Federal Courts have recognized that an appropriate method in determining an
9 attorney fee award may be based on the percentage on the total value of the benefits the class
10 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];
11 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*
12 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust
13 enrichment and to "spread litigation costs proportionately among all the beneficiaries so that
14 the active beneficiary does not bear the entire burden alone." *Id.* at 768. The monetary benefits
15 will then be paid from a common fund.

16 The California Supreme Court endorsed a fee award as a percentage of the common
17 fund; the Court clarified "that when an attorney fee is awarded out of a common fund
18 preserved or recovered by means of litigation (internal citation omitted), the award is not per
19 se unreasonable merely because it is calculated as a percentage of the common fund." *Laffitte*
20 *v. Robert Half Int'l. Inc.* (2016) 1 Cal. 5th 480, 486. Also "[t]hat the recognized advantages
21 of the percentage method...convince us that the percentage method is a valuable tool that
22 should not be denied in our trial courts." *Id.* at 503.

23 The Common Fund Doctrine is predicated on the principle of preventing unjust
24 enrichment. When a litigant's efforts create or preserves, or generates a fund from which
25 others derive benefits, he may require the passive beneficiaries to compensate those who
26 created the fund. Both California State and Federal Courts have embraced this Doctrine.
27 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

1 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
2 percentage of the fund approach in common fund cases. Both State and Federal Court have
3 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of
4 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
5 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
6 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
7 The Ninth Circuit now routinely uses the percentage of the common fund approach to
8 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
9 19, 30-31.

10 Collectively, Plaintiff's counsel seeks \$210,000.00 which is thirty-five percent (35%)
11 of the \$600,000 Settlement Amount. Class Counsel's request for thirty-five percent of the
12 monetary fund recovered is well within the range customarily approved by California courts
13 in comparable class actions and other class actions as well as with contingency contracts
14 negotiated by plaintiff and his counsel. "Empirical studies show that regardless of whether or
15 not the percentage method or Lodestar method is used, fee awards in class actions average
16 around one-third of the recovery." See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66,
17 fn. 11; *In re California Indirect Purchases* (October 22, 1998) WL1031494 at *9 (citing *In re*
18 *Milk Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In*
19 *re Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC
20 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996)
21 J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November
22 14, 2007) WL 3492841 at *4 ("fee awards in class actions average around one-third of the
23 recovery." (Quoting Newberg on Class Actions § 14.6 (4th ed. 2007).

24 In *Lealao, supra*, at 46-47, the Court indicated that in defining a "reasonable" fee in
25 representative actions, the law should "mimic the market." The Court went on to state:

26 "Given the unique reliance of our legal system on private litigants to enforce
27 substantive provisions of law through class and derivative actions, attorneys
28 providing the essential enforcement services must be provided incentives roughly
comparable to those negotiated in the private bargaining that takes place in the
legal marketplace as it will otherwise be economic for Defendant's to increase

injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v. Robinson Ford Sales, Inc.* (2006) 144 Cal. App.4th 140, 163.

For the following reasons, awarding thirty-five percent of the gross settlement for attorney fees is fair, reasonable and appropriate.

B. Factors Supporting the Fee Award

1. The Amount of the Settlement

In Class Counsel's experience, a gross non-reversionary settlement of \$600,000 in a wage and hour case for a class size of 498 is a fair, reasonable, and adequate settlement in light of the asserted claims, Defendant's defenses, and the strong possibility that the class would not recover anything without this settlement. Declaration of Zorik Mooradian (hereinafter "ZM Decl."), ¶7. HH Decl. ¶6.

The fact that there presently are no objections, no exclusion requests, and Participating Class Members are expected to be paid 100% of the value of their individual claims shows that the settlement has been well received by the Class Members. O'Connor Decl., ¶¶10-13. The average amount expected to be paid amongst the 498 Participating Settlement Class Members is \$663.06 and the highest estimated settlement payment is \$3,393.87. *Id.* at ¶15. HH Decl., ¶11.

2. The Named Plaintiff Signed a Retainer Agreement

Plaintiff Enriquez signed a single retainer with Mooradian Law, APC. The Retainer Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of course, subject to a court approval of class wide issues. The Retainer Agreement also had a provision for recovery of costs in relation to the representation. ZM Decl. ¶8.

In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a "reasonable" fee in representative actions, the law should "mimic the market." Here, as for the representation of the individual rights of Mr. Enriquez, a proposed retainer agreement for recovery of fees could be thirty-five percent of the gross recovery. That would be consistent with the market rate, and there is no reason to believe that, if any of the other 498 class members had signed an individual retainer, it would be any different. ZM Decl. ¶9.

In, *In re Cont'l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to evaluating fee requests, stating that the function of judges in fee litigation "is to determine

1 what the lawyer would receive if he were selling his services in the market rather than being
2 paid by court order.” (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
3 “A Restitutionary Theory of Attorneys’ Fees in Class Actions (1991) 76 Cornell L.Rev. 656,
4 702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an
5 ex ante bargain, before the outcome of litigation is known”).

6 3. The Defendant and the Class Do Not Object to the Attorney
7 Fee Agreement

8 In almost all the mediations that Mr. Mooradian has attended, a one-third to 35%
9 attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to
10 court approval. In this matter, the Parties agreed that Class Counsel may request up to 35%
11 and Defendant would not oppose the same. ZM Decl. ¶10.

12 Of most importance, notice was provided to each of the Settlement Class Members
13 that the attorneys would be seeking attorney fees in the amount of \$210,000.00 or thirty-five
14 percent of the settlement. The fact that no Settlement Class Members had any objection to the
15 settlement or any of its terms to date, speaks pretty strongly to the notion that class members
16 are extremely happy with the settlement. ZM Decl. ¶11.

17 Here, it is beyond any reasonable dispute that, if class counsel had been able to
18 negotiate directly with the class members, the class would have found that a thirty-five percent
19 fee arrangement was eminently reasonable. ZM Decl. ¶12.

20 4. The Contingent Risk Factor

21 For Class Counsel, the fees in this case are entirely contingent in nature. As the 9th
22 Circuit noted, class counsel who take a case on a contingency basis bears a “double
23 contingency: first they must prevail on the class claims, and then they must find some way to
24 collect what they win.” *Torrise v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1377.
25 The fees received from one case, are often used to finance and move forward other cases that
26 have failed and bring in revenue for counsel. ZM Decl. ¶13.

27 C. **The Lodestar/Multiplier Cross-Check**

28 Even though class counsel is requesting fees with the percentage of the benefit
approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’

reasonableness. *Lealao v. Beneficial California, Inc.*, *supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

The first step is to determine the Lodestar individually for each attorney and/or paralegal that has worked on the case and is claiming fees. The Lodestar analysis for each attorney appears in their own Declaration(s) and fee and cost ledger attachments, which is summarized below:

Attorney(s)	Billable Rate(s)	Hours	Lodestar
Zorik Mooradian ZM Decl., ¶14, Exh. 1	\$650.00	140.9	\$91,585
ZM anticipated – <i>Id.</i>	\$650.00	5	\$3,250
Haik Hacopian HH Decl., ¶16, Exh. 2	\$450.00	89.17	\$40,126.50
HH anticipated – <i>Id.</i>	\$450.00	5	\$4,145
Total Present and Anticipated Lodestar		240.07	\$137,211.50

In this matter, the total present and anticipated lodestar tallies to \$137,211.50 and results in the requested \$210,000.00 fee award after the application of a modest 1.53 multiplier. HH Decl., ¶17.

D. A Lodestar Multiplier of 1.53 is Reasonable

“It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d

1 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk
2 of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008)
3 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check
4 multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015)
5 Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, “which
6 is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.*
7 (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about
8 3.6).

9 Here, the lodestar multiplier of approximately 1.53 is well within the range of
10 reasonableness, as has been held by numerous courts, especially in light of the significant
11 work performed in this case and the efficiency with which it was done.

12 **E. Attorneys Fees v. Class Benefit**

13 While it’s generally true that the greater the attorney fees, the less funds there will be
14 for distribution to class members as damages, nevertheless, a balance must be achieved. In the
15 instant matter, the class got a very balanced and fair settlement. Given the strengths and
16 weaknesses of the case, they will be receiving a fair sum of money. The results and the case
17 law support that the settlement was fair, reasonable and adequate. The class had an affirmative
18 response to the settlement, where there was not a single objection or exclusion request. In light
19 of the favorable settlement, giving more money to the class after an excellent settlement had
20 been achieved punishes the attorneys without whom such a settlement would not have been
21 attained but for the efforts of good lawyering. Punishing lawyers when they do well is
22 potentially sending the wrong message and serves as a disincentive and unjustly enriches the
23 class that has already received a fair and adequate amount of benefits. ZM Decl. ¶15.
24

25
26 **VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

27 Class Counsel has incurred \$19,798.59 in total costs which is less than the \$25,000
28 maximum contemplated per the Settlement Agreement and is the amount that Plaintiff is

1 requesting the Court approve. S.A. ¶3.6. All costs are necessary and reasonable, as reflected
2 by the itemized cost ledgers submitted by counsel. ZM Decl., ¶14, Exh. 1 (\$19,107.70); HH
3 Decl., ¶16, Exh. 2 (\$690.89).

4
5 **VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFF’S REQUESTED**
6 **ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND**
7 **REASONABLE IN VIEW OF PLAINTIFF’S EFFORTS AND THE RISKS THAT HE**
8 **ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS**

9 Courts routinely approve enhancement awards to compensate named Plaintiff(s) for
10 the services they provide and the risks they incur during class action litigation. See, e.g., *Bell*
11 *v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments”
12 to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic*
13 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

14 Here, pursuant to the Settlement and amendment thereto, Plaintiff seeks an
15 Enhancement Award totaling \$10,000. S.A. ¶3.8. This request is a reasonable portion of the
16 Settlement Amount given Plaintiff’s efforts in litigating this case and the risks he undertook
17 on behalf of the class members. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938,
18 977 (affirming that courts should consider “the actions the plaintiff has taken to protect the
19 interests of the class, the degree to which the class has benefitted from those actions, the
20 amount of time and effort the plaintiff expended in pursuing the litigation and reasonable
21 fear[s of] workplace retaliation”).

22 Plaintiff’s proposed Enhancement Award in proportion to the Settlement Amount and
23 standing alone is well within the range of reasonable. The requested Enhancement Award
24 represents only 1.66% of the Settlement Amount. See, e.g., *Bond v. Ferguson Enters., Inc.*
25 (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at *2, 15
26 (approving an \$11,250 incentive award to each of the two named Plaintiffs); *Ross v. U.S. Bank*
27 *Nat’l Ass’n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI, 2010 WL 3833922, at *3
28 (approving an award of \$20,000 to each of four named Plaintiffs based on their contributions
to litigation and the risk that being a class representative would harm their reputation); *Glass*

1 v. *UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at *17
2 (finding “requested payment of \$25,000 to each of the named plaintiffs is appropriate” in wage
3 and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal. Apr. 22, 2010) No.
4 CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (“Numerous Court in the Ninth
5 Circuit and elsewhere have approved Enhancement Awards of \$20,000 or more where, as
6 here, the class representative has demonstrated a strong commitment to the class”).

7 Plaintiff Edwin Enriquez has also spent a great deal of time assisting in the prosecution
8 of this action, which deserves compensation. See e.g., *In re Cont'l Ill. Sec. Litig.* (7th Cir.1992)
9 962 F.2d 566, 571 (“Since without a named plaintiff there can be no class action, such
10 compensation as may be necessary to induce him to participate in the suit...”). It is important
11 that Mr. Enriquez is paid a fair amount for his services to the class and out of 498 employees
12 he is the only one that stepped forward stuck with his case for over a four-year period. If it
13 was not for him, the \$600,000 settlement would not have been obtained for the class. ZM
14 Decl. ¶16.

15 Plaintiff Enriquez has put a significant amount of time into this case spanning a period
16 of over four years. Mr. Enriquez has participated in numerous telephonic conferences
17 speaking to his attorneys and their staff. Mr. Enriquez has spent time looking for documents
18 and answering calls he received from other employees about the lawsuit. He has also spent
19 time reviewing the settlement agreement as well as his declaration. Declaration of Edwin
20 Enriquez, ¶6. In total, Mr. Enriquez estimates that he has spent approximately 23 hours
21 participating in this case as of September 4, 2022. *Id.* at ¶7.

22 Moreover, by the filing of this lawsuit, Plaintiff subjected himself to the risk of
23 retaliation both by current and potential future employers who may learn of the lawsuit. See,
24 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding
25 significant verdict to a former UPS employee who terminated in retaliation for filing a class
26 action lawsuit against his employer, UPS).

1 Significantly, after receiving Class Notice, including notice of the proposed
2 Enhancement Award to Plaintiff, not a single Class Member objected to these proposed award
3 of \$10,000 to Plaintiff. O'Connor Decl. ¶11. Also, Plaintiff is agreeing to a general release
4 of all claims which must be assigned additional value. Accordingly, the \$10,000 Enhancement
5 Award to Plaintiff is appropriate and justified as part of the Settlement.

6
7 **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

8 Pursuant to the terms of the Settlement Agreement, \$20,000.00 of the Settlement
9 Amount, is to be allocated for the PAGA claim with \$15,000.00 (75%) payable to the LWDA
10 and \$5,000.00 (25%) payable to Aggrieved Employees. S.A. ¶3.9. This is a fair amount given
11 the nature of the claims and the strengths and weaknesses advanced by the parties regarding
12 this claim, as elaborated upon in the Preliminary Approval Motion and supporting papers.
13 Plaintiffs have also provided notice of the proposed PAGA settlement to the LWDA. HH
14 Decl. ¶10.

15 Aggrieved Employees are “all non-exempt employees who are or previously were
16 employed by Defendant The Johnny Rockets Group, Inc. in California during the PAGA
17 Period (“the period starting December 9, 2018 to March 1, 2022”). S.A. ¶¶1.3 & 1.13. A total
18 of 210 Aggrieved Employees who worked 5,340 pay periods during the PAGA Period will
19 received a PAGA Payment. The average payment is estimated to be \$23.81, the highest is
20 \$79.59, and the lowest is \$0.94. O'Connor Decl., ¶16.

21
22 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

23 The administration fee is fair. CPT's charge for services rendered to perform its duties
24 and responsibilities pursuant to the terms of the settlement is \$10,000.00 which is to be paid
25 from the Settlement Amount. This includes all costs incurred to date, as well as estimated
26 costs for completing the administration and disbursement of the settlement. O'Connor Decl.,
27 ¶17.
28 //

1 **X. CONCLUSION**

2 For the reasons stated herein, this Court should grant Plaintiff's Motion in its entirety
3 and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement submitted
4 concurrently herewith.

5
6 Dated: October 19, 2023

MOORADIAN LAW, APC

7 By: /s/Haik Hacopian

8 Zorik Mooradian, Esq.,
9 Haik Hacopian, Esq.,
10 Attorneys for Plaintiff individually and on
11 behalf of others similarly situated and
12 other aggrieved employees
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Declaration of HAIK HACOPIAN

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacobian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Edwin Enriquez and have been appointed as Class Counsel in the class action lawsuit entitled
6 *Edwin Enriquez, individually and on behalf of others similarly situated and similarly*
7 *aggrieved employees v. The Johnny Rockets Group*, and bearing Los Angeles County Superior
8 Court Case No. 19STCV43986. I make this Declaration in support of Plaintiff's Motion for
9 Final Approval based on my own personal knowledge and if called as a witness I could and
10 would competently testify to the following facts stated herein.

11 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
12 to the New York State Bar in February of 2011 and was assigned Registration Number
13 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
14 State Bar Number 282361 and have been active and in good standing since. I have
15 been involved in the litigation of complex cases at all stages throughout my career including
16 wage and hour class actions and representative PAGA actions. I am currently actively
17 involved with numerous class action and PAGA matters in various litigation stages.

18 3. The following is a short title index of wage-and-hour class action cases
19 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
20 counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v.
21 Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities
22 Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
23 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
24 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v.
25 Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden
26 Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
27 Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
28 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.

1 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
2 v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v.
3 Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez
4 v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560;
5 Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality
6 Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
7 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
8 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
9 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
10 Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of
11 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
12 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim
13 Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG
14 USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro
15 Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

16 4. I am familiar with California wage and hour law including the
17 laws governing the alleged violations and the Orders of the Industrial Welfare Commission,
18 and the Private Attorneys General Act.

19 5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to
20 serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe
21 as Class Counsel to the class in this action. I also know of no conflicts that would preclude
22 Mr. Enriquez from continuing to serve as a Class Representative in this matter.

23 6. As a result of my prior experience, including as class counsel in other wage
24 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
25 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
26 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
27 settlement continues to remain fair to the class, reasonable and more than adequate in view of
28 (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,

1 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
2 class certification and maintaining class action status through trial, (iv) the total settlement
3 amount of \$600,000 offered in settlement, (v) the discovery conducted by the Parties in this
4 case, (vi) my experience with similar settlements in wage and hour class actions that have
5 received court approval, (vii) the fact that the settlement involved arms' length negotiations
6 between experienced counsel facilitated by Mr. Jeffrey Krivis, a respected neutral mediator;
7 and (viii) the exclusively positive response from the class with nary an objection or exclusion
8 request.

9 7. The Parties have conducted investigation of the operative facts and applicable
10 law during the pendency of the case through both formal and informal discovery. Plaintiff has
11 reviewed and examined class data and has retained the services of an expert who has analyzed
12 the damages and evaluated the potential class wide exposure. Prior to mediation, Defendant
13 produced a sample of time and payroll records for two of their locations, a class list with hire
14 and termination dates, and relevant policies. Subsequent to mediation, the production was
15 substantially supplemented through formal discovery and included time records, time
16 adjustment records, payroll records across all class restaurant locations as embodied by over
17 a 16,000 bates page production and payroll data file with 17,840 lines of data. This complete
18 data set was fully analyzed by Plaintiff's expert prior to Preliminary Approval.

19 8. On May 12, 2021, Plaintiff and Defendant participated in a full-day mediation
20 before Mr. Jeffrey Krivis. The Parties were unable to reach a resolution at the mediation and
21 resumed litigation while concurrently attempting to negotiate a settlement. The Parties
22 ultimately reached this settlement by entering into their Stipulated Settlement Agreement, and
23 later entered into the operative Amended Stipulated Settlement Agreement, a true and correct
24 copy of which was attached as Exhibit "A" to the Supplemental Declaration of Haik Hacopian
25 filed on April 28, 2023.

26 9. This Court granted preliminary approval of the Settlement on July 7, 2023 and
27 entered the Preliminary Approval Order after holding a hearing on that date. Prior to the
28 hearing, on October 5, 2022, Plaintiff filed his Motion for Preliminary Approval and

1 supporting papers. On February 22, 2023, the Court issued a Minute Order wherein
2 clarifications and changes to the settlement were requested. On April 28, 2023, Plaintiff filed
3 a Supplemental Brief with supporting declarations that addressed each point raised by the
4 Court's Minute Order. A further supplemental filing was submitted on May 4, 2023. A true
5 and correct copy of the July 10, 2023 Notice of Entry of the Court's Preliminary Approval
6 Order is attached hereto as **Exhibit "1"**.

7 10. Preliminary Approval Motion filings were submitted to the LWDA online,
8 proofs for which were provided with each respective filing. These submissions were in
9 addition to the PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA.

10 11. This Settlement provides for Johnny Rockets to pay the non-reversionary
11 settlement amount of \$600,000 ("Settlement Amount"), in addition to the employer share of
12 payroll taxes on the wage component of this Settlement. S.A. ¶¶1.21, 3.5. The Net Settlement
13 Amount is the amount remaining from the Settlement Amount after deducting Class Counsel
14 fees (\$210,000.00 or thirty-five percent of the Settlement Amount), Class Counsel costs
15 (\$19,798.59), the Enhancement Award to named Plaintiff (\$10,000.00), settlement
16 administration costs (\$10,000.00), the LWDA's 75% share of the PAGA allocation
17 (\$15,000.00), and aggrieved employees 25% share of same (\$5,000.00). S.A. ¶1.12. The
18 foregoing deductions from the Settlement Amount result in an estimated Net Settlement
19 Amount of \$330,201.41. With participation by all 498 class members, the simple average
20 settlement payment calculates to \$663.06 ($\$330,201.41 \div 498$).

21 12. This Court found that the Settlement Class meets all the requirements for class
22 certification for settlement purposes when it granted preliminary approval of the Settlement
23 on July 7, 2023. Notably, preliminary approval was predicated on a class size of 522 and
24 37,662 workweeks whereas the ultimate class size is 498 and 26,430, rendering the settlement
25 more favorable. No new circumstances have cast any doubt on the propriety of the preliminary
26 approval determination.

27 13. Plaintiff would likely encounter extreme difficulty in certifying most of the
28 claims in this case because, while they may present substantial common liability issues, they

1 also give rise to individual damages issues. There are substantial risks with respect to
2 establishing the merits of Plaintiff's claims. As explained in the briefing in support of the
3 Motion for Preliminary Approval, the primary claim for unpaid wages required determinations
4 at the individual level as to "why" any off-the-clock work was performed, a major impediment
5 to class certification. Defendant contended that its written meal and rest break policies were
6 compliant such that they satisfied their obligations under Brinker. Moreover, engaging in the
7 inquiry of whether any late, short, or missed break was a result of employee choice or
8 employer coercion would entail significant individualized inquiries affecting class treatment
9 of the claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to
10 comply with the law in any respect, or have any liability to any person or entity under the
11 claims asserted in the lawsuit.

12 14. Various considerations bore heavily on the negotiations allowing for the
13 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
14 compromise in view of the risks of further litigation.

15 15. An allocation method based on the number of workweeks worked during the
16 Class Period is fair, adequate, and reasonable because it correlates to the extent of harm
17 allegedly suffered based on the asserted claims.

18 16. A true and correct copy of my time and cost ledger for this matter is attached
19 hereto as **Exhibit "2"**. My standard billing rate is \$450 per hour. The attached time entries
20 represent at least 89.17 hours of work I have performed on this matter which brings my total
21 lodestar to \$40,126.50 (89.17 x \$450). I anticipate working an additional 5 hours through
22 conclusion of this matter resulting in an additional lodestar of \$2,250.00. As also reflected by
23 the attached ledger, I have incurred \$690.89 in costs.

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17. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated lodestar tallies to \$137,211.50. The application of a modest multiplier of 1.53 to the lodestar results in the \$210,000 requested fee award. ($\$210,000 \div 137,211.50 = 1.53$). Notably, the submitted lodestars do not include work performed by office staff in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of October 2023, in Calabasas, California.

/s/Haik Hacobian

Haik Hacobian, Declarant

1 Zorik Mooradian, Esq., CSB No. 136636
zorik@mooradianlaw.com
2 Haik Hacopian, Esq., CSB No. 282361
haik@mooradianlaw.com
3 Nanor C. Kamberian, Esq., CSB No. 316612
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4 MOORADIAN LAW, APC
5 24007 Ventura Blvd., Suite 210
6 Calabasas, CA 91302
Telephone: (818) 487-1998
7 Facsimile: (888) 783-1030

8 Attorneys for: Plaintiff EDWIN ENRIQUEZ, individually and on behalf of other
9 persons similarly situated and similarly aggrieved employees

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

12 EDWIN ENRIQUEZ, individually and on
13 behalf of other persons similarly situated
and similarly aggrieved employees,

14 Plaintiffs,

15 v.

16 THE JOHNNY ROCKETS GROUP,
17 INC., an active Delaware Corporation; and
18 DOES 1 through 10,

19 Defendants.

Case No.: 19STCV43986

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Maren E.
Nelson in Dept. SS-17]*

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Final Approval Hearing Date: Nov. 13, 2023
Final Approval Hearing Time: 9:00 a.m.

Trial Date: Not yet set
Action Filed: December 9, 2019

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23 **TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF**
24 **RECORD:**

25 **PLEASE TAKE NOTICE** that, on July 7, 2023, before the Honorable Maren E.
26 Nelson in Department SS-17 of the above-entitled court, hearing was held on Plaintiff's Motion
27 for Preliminary Approval of Class Action Settlement in the above-entitled case. Attorney Zorik
28 Mooradian and Attorney Haik Hacopian of Mooradian Law, APC appeared remotely on behalf

1 of Plaintiff Edwin Enriquez and the putative class, and attorney Lonnie D. Giamela of Fisher
2 Phillips, LLP appeared remotely on behalf of Defendant The Johnny Rockets Group, Inc.

3 At the hearing, the Court entered the Order Granting Motion for Preliminary Approval
4 of Class Action Settlement, a true and correct copy of which is appended hereto.

5
6 Dated: July 10, 2023

MOORADIAN LAW, APC

7
8 By: /s/Haik Hacopian

Zorik Mooradian,

Haik Hacopian,

9 Attorneys for Plaintiff, individually and on
10 behalf of other persons similarly situated
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FILED
Superior Court of California
County of Los Angeles

JUL 07 2023

David W. Slayton, Executive Officer/Clerk of Court
By: P. Herrera, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

EDWIN ENRIQUEZ, individually and on
behalf of others similarly situated and
similarly aggrieved employees,

Plaintiff,

v.

THE JOHNNY ROCKETS GROUP, an
active Delaware Corporation; and DOES 1
through 10,

Defendants.

Case No.: 19STCV43986


[TENTATIVE] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: July 7, 2023

Time: 9:00 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiff Edwin Enriquez sues his former employer, Defendant The Johnny
Rockets Group, for alleged wage and hour violations. Defendant is engaged in the
business of franchising of Johnny Rockets restaurants as well as direct ownership and

1 operation of Johnny Rockets branded restaurants. Plaintiff seeks to represent a class of
2 Defendant's current and former non-exempt employees.

3 On December 9, 2019, Plaintiff filed the class action complaint against
4 Defendant. On August 17, 2020, Plaintiff filed the operative First Amended Complaint
5 asserting the following causes of action: (1) Failure to Pay Wages (Labor Code §§ 510,
6 1194, 1194.2); (2) Failure to Provide Meal Periods (Labor Code §§ 226.7, 512); (3)
7 Failure to Provide Paid Rest Periods (Labor Code § 226.7); (4) Failure to Timely Pay
8 Wages at Termination (Labor Code §§ 201, 202, 203); (5) Failure to Provide Accurate
9 Wage Statements (Labor Code §§ 226(a), 226(b)); (6) Violation of Unfair Business
10 Practices Act (Bus. & Prof. Code §§ 17200, et seq.); and (7) Penalties Pursuant to
11 Private Attorneys General Act (Labor Code § 2699, et seq.) ("PAGA").

12 On May 12, 2021, Plaintiff and Defendant participated in a full-day mediation
13 before Jeffrey Krivis, which did not result in settlement. The parties resumed litigation
14 while concurrently attempting to negotiate a settlement, and ultimately reached the
15 proposed settlement now before the Court. The terms of settlement were finalized in
16 the long-form Stipulated Settlement Agreement attached to the Declaration of Haik
17 Hacopian filed October 5, 2022 ("Hacopian Decl.") as Exhibit A.

18 On February 22, 2023, the Court issued a "checklist" to the parties pertaining to
19 deficiencies in the proposed settlement and called the matter of Plaintiff's Motion for
20 Preliminary Approval of Settlement for hearing. Subsequently, the parties filed further
21 briefing, including the Amended Stipulated Settlement Agreement attached to the
22 Supplemental Declaration of Haik Hacopian filed April 28, 2023 ("Supp. Hacopian
23 Decl.") as Exhibit A. All references below are to that agreement.

24 For the reasons set forth below, the Court preliminarily grants approval for the
25 settlement.

1
2 **II. THE TERMS OF THE SETTLEMENT**

3 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

4 “Settlement Class” and “Settlement Class Members” means shall refer to the
5 following: All non-exempt employees who previously were employed by Defendant in
6 California during the Class Period. (§1.22)

7 “Class Period” means the period starting November 18, 2016 to March 1, 2022.
8 (§1.5)

9 “Aggrieved Employees” means all non-exempt employees who are or previously
10 were employed by Defendant The Johnny Rockets Group, Inc. in California during the
11 PAGA Period. (§1.3)

12 “PAGA Period” means the period starting December 9, 2018 to March 1, 2022.
13 (§1.13)

14 “Participating Settlement Class Member” means a Settlement Class Member
15 who has not timely opted-out of the Settlement. (§1.14)

16
17 **B. THE MONETARY TERMS OF SETTLEMENT**

18 The essential monetary terms are as follows:

- 19 • The Settlement Amount is **\$600,000** (§1.21). This includes payment of a PAGA
20 penalty of **\$20,000** to be paid 75% to the LWDA (\$15,000) and 25% to the
21 Aggrieved Employees (\$5,000) (§3.9).
- 22 ○ It is estimated that the Settlement Class consists of approximately 530
23 individuals during the Class Period who worked approximately 37,662
24 workweeks during the Class Period. If the workweek number is greater
25 than 110% of the workweek estimate, Defendant may either: (1) increase

1 the Settlement Amount on a pro rata basis for each workweek in excess of
2 the 110% workweek estimate; or (2) adjust the end date of the Class
3 Period so that the number of workweeks during the Class Period does not
4 exceed 110% of the estimate. (§1.21)

- 5 • The Net Settlement Amount (“Net”) (\$322,000) is the GSA less:
 - 6 ○ Up to \$210,000 (35%) for attorney fees (§3.6);
 - 7 ○ Up to \$25,000 for attorney costs (*Ibid.*);
 - 8 ○ Up to \$10,000 for a service award to the proposed class representative
9 (§3.8); and
 - 10 ○ Estimated \$13,000 for settlement administration costs (§3.7).
- 11 • Employer-side payroll taxes will be paid by Defendant in addition to the
12 Settlement Amount (§1.21).
- 13 • Assuming the Court approves all maximum requested deductions, approximately
14 \$322,000 will be available for automatic distribution to participating class
15 members. Assuming full participation, the average settlement share will be
16 approximately \$607.54. ($\$322,000 \text{ Net} \div 530 \text{ class members} = \607.54). In
17 addition, each Aggrieved Employee will receive a portion of the PAGA penalty,
18 estimated to be \$27.02 per Aggrieved Employee. ($\$5,000 \text{ or } 25\% \text{ of } \$20,000$
19 $\text{PAGA penalty} \div 185 \text{ Aggrieved Employees} = \27.02).
- 20 • There is no Claim Requirement (§4.2.d).
- 21 • The settlement is not reversionary (§1.12).
- 22 • Individual Settlement Share Calculation: To determine the Individual Settlement
23 Amount to be included in the Class Notice sent to Settlement Class Members,
24 the Settlement Administrator will: (§4.3)

- Determine the total number of Workweeks Worked by the Settlement Class during the Class Period as provided in the Class List and Data Report. (§4.3.a)
- Divide the Net Settlement Amount by the total number of Workweeks Worked by the Settlement Class to determine the Per Workweek Settlement Amount. The Per Workweek Settlement Amount shall then be multiplied by the number of Workweeks Worked by each Settlement Class Member during the applicable Class Period to determine each Settlement Class Member's Individual Settlement Amount. All Settlement Class Members will be entitled to payment for at least one (1) workweek. (§4.3.b)
- Any portion of the Net Settlement Amount not payable to Settlement Class Members shall be distributed to Participating Settlement Class Members on a basis proportional to the number of Workweeks Worked by each Participating Settlement Class Member, including Workweeks Worked enhancements. (§4.9.a)
- Calculation of Individual PAGA Settlement Payment Amounts: The sum attributable to each Aggrieved Employee shall be allocated based on the proportionate number of weekly pay periods worked by the individual Aggrieved Employee during the PAGA Period relative to the total number of weekly pay periods worked by all Aggrieved Employees during the PAGA Period. (§4.3.c)
- Tax Withholdings: Each Participating Settlement Class Member's Individual Settlement Payment shall be apportioned as 20% wages, 80% interest and

1 penalties. (§§4.9.b, 4.9.c) 100% of each Aggrieved Employee's Individual
2 PAGA Settlement Payment shall be apportioned to penalties. (§4.9.d)

- 3 • Funding of Settlement: Within thirty (30) days after the Effective Date,
4 Defendant shall deliver the Settlement Amount, or Six Hundred Thousand
5 Dollars and No Cents (\$600,000.00), and the corresponding share of employer
6 taxes to the Settlement Administrator. (§4.12)
- 7 • Distribution: The Settlement Administrator shall make a distribution from the
8 Qualified Settlement Fund not later than fourteen (14) days after receiving the
9 Settlement Amount from Defendant. With the distribution, the Settlement
10 Administrator is to make distributions to the appropriate parties for payments
11 due under this Agreement as follows: (§4.13)
 - 12 ○ Settlement Class Counsel's attorneys' fees and costs as awarded by the
13 Court under Paragraph 3.6. (§4.13.a)
 - 14 ○ The service award to Plaintiff Enriquez as awarded by the Court under
15 Paragraph 3.8. (§4.13.b)
 - 16 ○ The PAGA payments to the LWDA and Aggrieved Employees as set
17 forth in Paragraph 3.9. (§4.13.c)
 - 18 ○ Payment to the Settlement Administrator for the costs of settlement
19 administration as set forth in Paragraph 3.7 and approved by the Court.
20 (§4.13.d)
 - 21 ○ Individual Settlement Payments to Participating Class Members as set
22 forth in Paragraph 4.3 and 4.9. (§4.13.e)
- 23 • Uncashed Settlement Payment Checks: All checks for Individual Settlement
24 Payments shall remain valid and negotiable for 180 days from the date of their
25 issuance. Any checks not cashed during the 180 day period after distribution

1 shall be void, and the Participating Settlement Class Member's release set forth
2 herein shall remain valid. After the 180 day period following the final
3 distribution, all funds will escheat to the State of California's Unclaimed
4 Property Fund in the name of the Class Member. (§4.15)

5
6 **C. TERMS OF RELEASES**

- 7 • Release As To All Participating Class Members: Upon the Effective Date and
8 funding in full of the Settlement Amount by Defendant, all Settlement Class
9 Members who do not timely opt out of the Settlement ("Participating Class
10 Members"), including their heirs, assigns, estates and representatives, shall be
11 deemed to fully forever, irrevocably and unconditionally release and discharge
12 the Released Parties from the Released Claims. The Settlement Agreement shall
13 be in full settlement, compromise, release and discharge of the Released Claims
14 and each of them, and the Released Claims by the Class Representative, and the
15 Released Parties shall have no further or other liability or obligation to any Class
16 Member and/or the Class Representative with respect to the Released Claims and
17 Class Representative's Released Claims, except as expressly provided herein.
18 (§5.1)

- 19 ○ "Released Claims" means: all class claims alleged in the operative
20 complaint which occurred during the Class Period, and expressly
21 excluding all other claims, including claims for vested benefits, wrongful
22 termination, unemployment insurance, disability, social security, workers'
23 compensation, and class claims outside of the Class Period. This release
24 includes claims for failure to pay all wages, failure to pay overtime
25 wages, failure to provide meal periods, failure to provide rest periods,

1 failure to provide itemized wage statements, failure to pay all wages and
2 termination and unfair business practices under the California Business
3 and Professions Code associated with same. (§1.17)

- 4 • Release As To All Aggrieved Employees: Upon the Effective Date and funding
5 in full of the Settlement Amount by Defendant, Plaintiff and the State of
6 California shall be deemed to fully forever, irrevocably and unconditionally
7 release and discharge the Released Parties from the Released PAGA Claims.
8 (§5.1)

- 9 ○ “Released PAGA Claims” means all PAGA claims alleged in the
10 operative complaint and Plaintiff’s PAGA notice to the LWDA which
11 occurred during the PAGA Period, and expressly excluding all other
12 claims, including claims for vested benefits, wrongful termination,
13 unemployment insurance, disability, social security, workers’
14 compensation, and PAGA claims outside of the PAGA Period. This
15 release includes PAGA claims for failure to pay all wages, failure to pay
16 overtime wages, failure to provide meal periods, failure to provide rest
17 periods, failure to provide itemized wage statements, failure to pay all
18 wages and termination and unfair business practices under the California
19 Business and Professions Code associated with same. (§1.18)

- 20 • “Released Parties” means Defendant, and each of Defendant’s respective past,
21 present, and/or future, direct and/or indirect, officers, directors, members,
22 managers, exempt employees, agents, representatives, attorneys, insurers,
23 partners, investors, shareholders, administrators, parent companies, subsidiaries,
24 related entities, affiliates, divisions, predecessors, successors, assigns, and joint
25 venturers. (§1.19)

- The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (¶5.2)
- The releases are effective upon the Effective Date and funding in full of the Settlement Amount by Defendant.

D. SETTLEMENT ADMINISTRATION

- The proposed Settlement Administrator is CPT Group, Inc. (¶1.20), which has provided evidence that no counsel are affiliated with it and that it has adequate procedures in place to safeguard the data and funds to be entrusted to it. (See Declaration of Julie Green.)
- Settlement administration costs are estimated to be \$13,000 (¶3.7).
- Notice: The manner of giving notice is described below.
- Opt Out/Objection Dates: Settlement Class Members will have Sixty (60) days from the mailing of the Class Notice to submit a Request for Exclusion or object to the Settlement. (¶4.4.b) The same deadline applies to the submission of workweek disputes. (¶4.4.c)
 - Any Settlement Class Member who requests exclusion from the Settlement by timely submitting a valid Request for Exclusion will not be entitled to an Individual Settlement Payment (but will be entitled to an Individual PAGA Settlement Payment if he or she is an Aggrieved Employee), will no longer be a Settlement Class Member and will not be bound by the Agreement or have any right to object, appeal or comment thereon, except that he or she will still be bound by the release of the PAGA Released Claims if he or she is an Aggrieved Employee. (¶4.5.c)

- Notice of Final Judgment will be posted on the Settlement Administrator’s website (Notice p. 9).

III. SETTLEMENT STANDARDS AND PROCEDURE

California Rules of Court, rule 3.769(a) provides: “A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing.” “Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.” See Cal. Rules of Court, rule 3.769(c).

“In a class action lawsuit, the court undertakes the responsibility to assess fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action. The purpose of the requirement [of court review] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks omitted]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260 (“*Wershba*”), [Court needs to “scrutinize the proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal quotation marks omitted].

1 “The burden is on the proponent of the settlement to show that it is fair and
2 reasonable. However, “a presumption of fairness exists where: (1) the settlement is
3 reached through arm's-length bargaining; (2) investigation and discovery are sufficient
4 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
5 litigation; and (4) the percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at
6 245 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802].

7 Notwithstanding an initial presumption of fairness, “the court should not give
8 rubber-stamp approval.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
9 116, 130 (“*Kullar*”). “[W]hen class certification is deferred to the settlement stage, a
10 more careful scrutiny of the fairness of the settlement is required.” *Carter v. City of*
11 *Los Angeles* (2014) 224 Cal.App.4th 808, 819. “To protect the interests of absent class
12 members, the court must independently and objectively analyze the evidence and
13 circumstances before it in order to determine whether the settlement is in the best
14 interests of those whose claims will be extinguished.” *Kullar*, 168 Cal. App. 4th at 130.
15 In that determination, the court should consider factors such as “the strength of
16 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation,
17 the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and stage of the proceedings, the
19 experience and views of counsel, the presence of a governmental participant, and the
20 reaction of the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of
21 factors is not exclusive and the court is free to engage in a balancing and weighing of
22 factors depending on the circumstances of each case.” *Wershba*, 91 Cal. App. 4th at
23 245.

24 At the same time, “[a] settlement need not obtain 100 percent of the damages
25 sought in order to be fair and reasonable. Compromise is inherent and necessary in the

1 settlement process. Thus, even if ‘the relief afforded by the proposed settlement is
2 substantially narrower than it would be if the suits were to be successfully litigated,’
3 this is no bar to a class settlement because ‘the public interest may indeed be served by
4 a voluntary settlement in which each side gives ground in the interest of avoiding
5 litigation.’” *Id.* at 250.

6 7 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

8 9 **A. THERE IS A PRESUMPTION OF FAIRNESS**

10 The settlement is entitled to a presumption of fairness for the following reasons:

11 12 **1. The settlement was reached through arm’s-length bargaining**

13 On May 12, 2021, Plaintiff and Defendant participated in a full-day mediation
14 before Jeffrey Krivis, which did not result in settlement. The parties resumed litigation
15 while concurrently attempting to negotiate, and ultimately reached the proposed
16 settlement. (Hacopian Decl. ¶10.)

17 18 **2. The investigation and discovery were sufficient**

19 Class Counsel represents that they reviewed and examined class data and
20 retained the services of an expert who analyzed the damages and evaluated the potential
21 class wide exposure. Prior to mediation, Defendant produced a sample of time and
22 payroll records for two of their locations, a class list with hire and termination dates,
23 and relevant policies. Subsequent to mediation, the production was substantially
24 supplemented through formal discovery to include time records, time adjustment
25

1 records, payroll records across all class restaurant locations as embodied by over a
2 16,000 bates page production and payroll data file with 17,840 lines of data. (*Id.* at ¶9.)

3 Counsel further represents that their office initially received and analyzed sample
4 data for 144 class members for what was then known to be a class of 223 individuals.
5 Defendant had represented that 223 represented the number of current and former
6 employees employed at corporate Johnny Rockets restaurants in operation at the time of
7 mediation on May 12, 2021. (Supp. Hacopian Decl. ¶4.) As the mediation was
8 unsuccessful and litigation resumed, it was learned that Defendant's class count had not
9 included individuals employed at restaurants during the Class Period that had been
10 closed as of the mediation date. Defendant then represented that the true class size was
11 522 individuals who worked 37,662 workweeks. Class Counsel received additional
12 records and ultimately had complete time and payroll data for the putative class (for a
13 Class Period that ended on March 31, 2022) prior to the filing of the Motion for
14 Preliminary Approval on October 5, 2022. (*Ibid.*) Accordingly, counsel had analysis
15 for 144 out of 552 class members, or 27.6%, prior to mediation. The results of the pre-
16 mediation sample analysis was extrapolated to the full class (522 individuals and
17 37,662 workweeks) to inform the *Kullar* analysis presented to the Court in connection
18 with Plaintiff's motion for preliminary approval. (*Id.* at ¶5.)

19 This is sufficient to value the case for settlement purposes.

20
21 **3. Counsel is experienced in similar litigation**

22 Class Counsel represent that they are experienced in class action litigation,
23 including wage and hour class actions. (Hacopian Decl. ¶3.)

24 //

25 //

1 **4. Percentage of the class objecting**

2 This cannot be determined until the final fairness hearing. Weil & Brown et al.,
3 Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2019) ¶ 14:139.18 [“Should
4 the court receive objections to the proposed settlement, it will consider and either sustain
5 or overrule them at the fairness hearing.”].

6
7 **B. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED**
8 **FAIR, ADEQUATE, AND REASONABLE**
9

10 Notwithstanding a presumption of fairness, the settlement must be evaluated in its
11 entirety. The evaluation of any settlement requires factoring unknowns. “As the court
12 does when it approves a settlement as in good faith under Code of Civil Procedure
13 section 877.6, the court must at least satisfy itself that the class settlement is within the
14 ‘ballpark’ of reasonableness. See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985)
15 38 Cal.3d 488, 499–500. While the court is not to try the case, it is ‘called upon to
16 consider and weigh the nature of the claim, the possible defenses, the situation of the
17 parties, and *the exercise of business judgment* in determining whether the proposed
18 settlement is reasonable.’ (*City of Detroit v. Grinnell Corporation, supra*, 495 F.2d at p.
19 462, italics added.)” *Kullar*, 168 Cal.App.4th at 133 (emphasis in original).

20
21 **1. Amount Offered in Settlement**

22 The most important factor is the strength of the case for plaintiffs on the merits,
23 balanced against the amount offered in settlement.” (*Id.* at 130.)

24 Class Counsel estimated Defendant’s maximum exposure at \$6,248,426 and
25 realistic exposure at \$953,734, based on the following analysis:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	\$1,176,938.00	\$117,694.00
Meal Break Violations	\$776,400.00	\$77,640.00
Rest Break Violations	\$1,037,888.00	\$200,000.00
Waiting Time Penalties	\$856,800.00	\$128,520.00
Wage Statement Penalties	\$1,004,000.00	\$150,600.00
PAGA Penalties	\$1,396,400.00	\$279,280.00
Total	\$6,248,426.00	\$953,734.00

(Hacopian Decl. ¶¶17-28; Supp. Hacopian Decl. ¶8.)

Class Counsel obtained a gross settlement valued at \$600,000. This is approximately 9.6% of Defendant's maximum exposure and 62.9% of Defendant's realistic exposure. It is represented that Defendant had compliant policies as to time tracking and the payment and calculation of wages. There was an electronic timekeeping system on which employees were instructed and a prohibition against "off-the-clock" work. Thus, liability will not be established based on any facially improper policies. Inquiry as to individual restaurants, shifts, and job circumstances will be required. The wage statements were facially compliant with the Labor Code. Although Plaintiff contends he was late paid upon termination this does not appear substantiated. Counsel also represent that the likelihood of maximum PAGA penalties is unrealistic as Defendant no longer has any employees and thus there are no future violations to deter. In short, the likelihood of recovering the maximum is not high.

2. The Risks of Future Litigation

The case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any

1 recovery by the class members. Even if a class is certified, there is always a risk of
2 decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226
3 [“Our Supreme Court has recognized that trial courts should retain some flexibility in
4 conducting class actions, which means, under suitable circumstances, entertaining
5 successive motions on certification if the court subsequently discovers that the propriety
6 of a class action is not appropriate.”].) Further, the settlement was negotiated and
7 endorsed by Class Counsel who, as indicated above, are experienced in class action
8 litigation. Based upon their investigation and analysis, the attorneys representing
9 Plaintiff and the class are of the opinion that this settlement is fair, reasonable, and
10 adequate. (Hacopian Decl. ¶28.)

11 The Court also notes that Plaintiff brings a PAGA claim on behalf of the LWDA,
12 which was sent a copy of the Settlement Agreement on April 28, 2023 and has not yet
13 objected. (See Proof of Service filed April 28, 2023.) Any objection by it will be
14 considered at the final fairness hearing.

15 16 **3. The Releases Are Limited**

17 The Court has reviewed the Releases to be given by the absent class members and
18 the named plaintiff. The releases, described above, are tailored to the pleadings and
19 release only those claims in the pleadings. There is no general release by the absent
20 class. The named plaintiff’s general release is appropriate given that he was represented
21 by counsel in its negotiation.

22 23 **4. Conclusion**

24 Class Counsel estimated Defendant’s maximum exposure at \$6,248,426 and
25 realistic exposure at \$953,734. Class Counsel obtained a gross settlement valued at

1 \$600,000. This is approximately 9.6% of Defendant's maximum exposure and 62.9% of
2 Defendant's realistic exposure, which, given the uncertain outcomes, including the
3 potential that the class might not be certified, that liability is a contested issue, and that
4 the full amount of penalties would not necessarily be assessed even if the class is certified
5 and liability found, the settlement is within the "ballpark of reasonableness."

6 7 **C. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED**

8 A detailed analysis of the elements required for class certification is not required,
9 but it is advisable to review each element when a class is being conditionally certified.
10 *Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627. The party
11 advocating class treatment must demonstrate the existence of an ascertainable and
12 sufficiently numerous class, a well-defined community of interest, and substantial
13 benefits from certification that render proceeding as a class superior to the alternatives."
14 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

15 **1. The Proposed Class is Numerous**

16 There are approximately 530 putative Class Members. (Supp. Hacopian Decl.
17 ¶7.) Numerosity is established. *Franchise Tax Bd. Limited Liability Corp. Tax Refund*
18 *Cases* (2018) 25 Cal.App.5th 369, 393: stating that the "requirement that there be many
19 parties to a class action is liberally construed," and citing examples wherein classes of
20 as little as 10, *Bowles v. Superior Court* (1955) 44 Cal.2d 574, and 28, *Hebbard v.*
21 *Colgrove* (1972) 28 Cal.App.3d 1017, were upheld).

22 **2. The Proposed Class Is Ascertainable**

23 "A class is ascertainable, as would support certification under statute
24 governing class actions generally, when it is defined in terms of objective
25 characteristics and common transactional facts that make the ultimate identification

1 of class members possible when that identification becomes necessary.” *Noel v. Thrifty*
2 *Payless, Inc.* (2019) 7 Cal.5th 955, 961 (*Noel*).

3 The class is defined above. Class Members are ascertainable through
4 Defendant’s personnel and other employment records. (MPA at 19:13-14.)
5

6 **3. There Is A Community of Interest**

7 “The community of interest requirement involves three factors: ‘(1) predominant
8 common questions of law or fact; (2) class representatives with claims or defenses typical
9 of the class; and (3) class representatives who can adequately represent the class.’”
10 *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

11 As to predominant questions of law or fact, Plaintiff contends that the
12 predominance factor is met because each claim challenges an alleged common policy or
13 practice that Plaintiff contends is illegal. Plaintiff’s claims under the Labor Code are
14 predicated on: a failure to pay for all hours worked; meal, rest period policies and
15 practices, which Plaintiff contends are the sorts of claims commonly held to be proper for
16 class certification. (MPA at 19:22-20:10.)

17 As to typicality, Plaintiff asserts that he was employed by Defendant during the
18 proposed Class Period and was subject to its wage and hour practices. Plaintiff also
19 claims he was injured by the same challenged practices he claims injured the Settlement
20 Class as a whole. (MPA at 20:12-20.)

21 As to adequacy, Plaintiff represents that he is aware of his responsibilities to the
22 class, does not have conflicts of interest with the class, and has participated in the
23 litigation. (Declaration of Edwin Enriquez ¶¶3-7.) As previously stated, Class Counsel
24 have experience in class action litigation.
25

1 **4. Substantial Benefits Exist**

2 Given the relatively small size of the individual claims, a class action is superior to
3 separate actions by the class members.

4 **D. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS**
5 **OF DUE PROCESS**

6
7 The purpose of notice is to provide due process to absent class members. A practical
8 approach is required, in which the circumstances of the case determine what forms of
9 notice will adequately address due process concerns. *Noel*, 7 Cal.5th at 982. California
10 Rules of Court, rule 3.766 (e) provides that in determining the manner of the notice, the
11 court must consider: (1) the interests of the class; (2) the type of relief requested; (3) the
12 stake of the individual class members; (4) the cost of notifying class members; (5) the
13 resources of the parties; (6) the possible prejudice to class members who do not receive
14 notice; and (7) the res judicata effect on class members.

15 **1. Method of class notice**

16 Defendant will diligently and in good faith compile and provide to the Settlement
17 Administrator the Class List and Data Report within fourteen (14) calendar days of
18 Preliminary Approval of the Settlement. (¶4.2.b)

19 Within fourteen (14) calendar days after receipt of the Class List and Data
20 Report, the Settlement Administrator shall mail the Class Notice to the Settlement Class
21 Members via first-class regular U.S. mail. Prior to mailing, the Settlement
22 Administrator will perform a search based on the National Change of Address Database
23 information to update and correct for any known or identifiable address changes. If a
24 new address is obtained by way of a returned Notice, then the Settlement Administrator
25 shall promptly forward the original Class Notice and to the updated address via first-

1 class regular U.S. mail indicating on the original Class Notice packet the date of such
2 re-mailing. (¶4.4.a)

3 Any Notice returned to the Settlement Administrator as non-delivered on or
4 before the expiration of the Opt Out and Objections Deadline Date shall be sent to the
5 forwarding address affixed thereto within five (5) business days. If no forwarding
6 address is provided, then the Settlement Administrator shall promptly attempt to
7 determine a correct address using a single skip-trace, computer or other search using the
8 name, address and/or Social Security number of the individual involved, and shall then
9 perform a single re-mailing within five (5) business days. Those Settlement Class
10 Members that receive a re-mailed Class Notice shall have their deadline for submitting
11 an opt-out, objection, or disputes regarding Individual Settlement Amounts to the
12 Settlement extended by seven (7) calendar days from the post mark date of re-mailing.
13 In the event the procedures in this Paragraph are followed and the intended recipient of
14 a Class Notice still does not receive the Notice, the Settlement Class Member shall be
15 bound by all terms of the Settlement and any final order entered by the Court if the
16 Settlement is approved by the Court. (¶4.4.d)

17 **2. Content of class notice.**

18 A copy of the proposed class notice is attached to the Settlement Agreement as
19 Exhibit 1. The notice includes information such as: a summary of the litigation; the
20 nature of the settlement; the terms of the settlement agreement; the maximum
21 deductions to be made from the gross settlement amount (i.e., attorney fees and costs,
22 the enhancement award, and claims administration costs); the procedures and deadlines
23 for participating in, opting out of, or objecting to, the settlement; the consequences of
24 participating in, opting out of, or objecting to, the settlement; and the date, time, and
25

place of the final approval hearing. See Cal Rules of Court, rule 3.766(d). It is to be given in both English and Spanish (§1.6).

3. Settlement Administration Costs

Settlement administration costs are estimated at \$13,000, including the cost of notice (§3.7). Prior to the time of the final fairness hearing, the settlement administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

E. ATTORNEY FEES AND COSTS

California Rule of Court, rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136. In common fund cases, the court may use the percentage method. If sufficient information is provided a cross-check against the lodestar may be conducted. *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” *Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.

1 The question of class counsel's entitlement to **\$210,000** (35%) in attorney fees
2 will be addressed at the final fairness hearing when class counsel brings a noticed
3 motion for attorney fees. If a lodestar analysis is requested class counsel must provide
4 the court with current market tested hourly rate information and billing information so
5 that it can properly apply the lodestar method and must indicate what multiplier (if
6 applicable) is being sought.

7 Class counsel should also be prepared to justify the costs sought (capped at
8 **\$25,000**) by detailing how they were incurred.

9
10 **F. SERVICE AWARD**

11 The Settlement Agreement provides for a service award of up to **\$10,000** for the
12 class representative. Trial courts should not sanction enhancement awards of thousands
13 of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended,
14 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of
15 quantification of time and effort expended on the litigation, and in the form of reasoned
16 explanation of financial or other risks incurred by the named plaintiffs, is required in
17 order for the trial court to conclude that an enhancement was 'necessary to induce [the
18 named plaintiff] to participate in the suit" *Clark v. American Residential Services*
19 *LLC* (2009) 175 Cal.App.4th 785, 806-807, italics and ellipsis in original.

20 The Court will decide the issue of the enhancement award at the time of final
21 approval.

22
23 **V. CONCLUSION AND ORDER**

24 The Court hereby:
25

1 (1) Grants preliminary approval of the settlement as fair, adequate, and
2 reasonable;

3 (2) Grants conditional class certification;

4 (3) Appoints Edwin Enriquez as Class Representative;

5 (4) Appoints Mooradian Law, APC as Class Counsel;

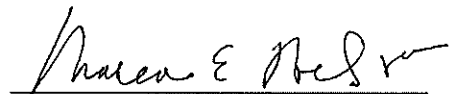
6 (5) Appoints CPT Group, Inc. as Settlement Administrator;

7 (6) Approves the proposed notice plan; and

8 (7) Approves the proposed schedule of settlement proceedings as follows:

- 9 • Preliminary approval hearing: July 7, 2023
- 10 • Deadline for Defendant to provide class list to settlement administrator: July 21,
11 2023 (within 14 calendar days from preliminary approval)
- 12 • Deadline for settlement administrator to mail notices: August 4, 2023 (within 28
13 calendar days from preliminary approval)
- 14 • Deadline for class members to opt out: October 3, 2023 (60 calendar days from
15 the initial mailing of the Notice Packets)
- 16 • Deadline for class members to object: October 3, 2023 (60 calendar days from
17 the initial mailing of the Notice Packets)
- 18 • Deadline for class counsel to file motion for final approval:
19 _____, 2023 (16 court days prior to final fairness hearing)
- 20 • Final fairness hearing: _____, 2023, at _____
- 21
- 22

23 Dated: 7/7/23



24 MAREN E. NELSON

25 Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 07/07/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>P. Herrera</u> Deputy
PLAINTIFF: Edwin Enriquez		
DEFENDANT: The Johnny Rockets Group, Inc., et al.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 19STCV43986

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order and Order Granting Motion for Preliminary Approval of Class Action Settlement entered herein, on 07/07/2023, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Case Anywhere at www.caseanywhere.com on 07/07/2023 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

David W. Slayton, Executive Officer / Clerk of Court

Dated: 07/07/2023

By: P. Herrera
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 17

19STCV43986

**EDWIN ENRIQUEZ vs THE JOHNNY ROCKETS GROUP,
INC.**

July 7, 2023

9:00 AM

Judge: Honorable Maren Nelson
Judicial Assistant: P. Herrera
Courtroom Assistant: M. Miro

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Haik Hacobian (Telephonic); Zorik Mooradian (Telephonic)

For Defendant(s): Lonnie D. Giamela (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The Court's Tentative Order is issued and served on the parties via the Case Anywhere website on 07/06/2023.

The matter is called for hearing.

Both sides submit on the Court's tentative ruling.

The Court finds final approval of the settlement is fair, adequate, and reasonable.

The Notice of Motion and Motion for Final Approval of Class Action Settlement filed by Edwin Enriquez on 05/08/2023 is Granted.

Hearing on Motion for Final Approval of Settlement is scheduled for 11/13/2023 at 09:00 AM in Department 17 at Spring Street Courthouse.

The Court's "Order Granting Motion for Preliminary Approval of Class Action Settlement on Condition" is filed and served on the parties via Case Anywhere this date.

Judicial Assistant to give notice.

Clerk's Certificate of Service By Electronic Service is attached.

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On July 10, 2023, I served on the parties of record in this action the foregoing document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT

Lonnie D. Giamela, Esq.
lgiamela@fisherphillips.com
 FISHER & PHILLIPS LLP
 444 South Flower Street, Suite 1500
 Los Angeles, CA 90071

Attorneys for Defendant The Johnny
 Rockets Group, Inc.

(Filed online at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.

/s/Haik Hacobian

PROOF OF SERVICE

HAIK HACOPIAN - TIME AND COST LEDGER - ENRIQUEZ v. JOHNNY ROCKETS

MIN HRS

2019	12	5	Hours		180	Review initial records and intake file and assess re case, potential claims, proper parties, and file for "Noe Hernandez v. JRs"
2019	12	7	Hours		60	Draft case initiating pleadings
2019	12	9	Hours		45	Finalize and file complaint and case initiating pleadings
2019	12	9	Hours		45	Draft PAGA notice letter
2019	12	9	Costs	\$4.05		Certified Postage - PAGA Notice
2019	12	9	Costs	\$8.80		Complaint Production Charges for Physical Filing - 22 pgs x 2 copies x 0.20/page
2019	12	16	Hours		10	Attn to email fr JR's GC re Plaintiff employment at franchise location
2020	1	31	Hours		40	Review initial court orders and calendar dates and reminders, review file and assess re next steps
2020	2	6	Hours		10	Attn to email fr JR's GC re Plaintiff's time punch issues
2020	2	20	Costs	\$75.00		LWDA PAGA Notice Fee
2020	2	21	Hours		35	Retrieve and index conformed pleadings, review file and setup for service of process, review calendar and asses re next steps on file
2020	2	24	Costs	\$40.00		OneLegal Company Service Charges (Defendant)
2020	3	16	Hours		20	Prep and file request to continue ISC
2020	3	17	Hours		5	Attn to VM fr ct clerk re hearing continuance, update calendar
2020	6	22	Hours		10	Attn to Notice of Appearance served by Fisher Phillips
2020	7	29	Hours		30	Prep init draft of Joint ISC statement and circulate to counsel
2020	7	30	Hours		15	Review defense edits and finalize and file Jt ISC statement
2020	8	7	Hours		30	Attend ISC Remotely
2020	8	14	Hours		15	Retrieve e-service order and fwd to CaseAnywhere
2020	8	17	Hours		100	Draft FAC, Notice of Related Cases, and Notice of Rulings for 8/7 hearing, fwd to counsel
2020	8	17	Costs	\$50.97		Production and Filing Charges for FAC, Notice of Related Cases, and Notice of Rulings
2020	8	28	Hours		15	Retrieve and upload conformed copy of FAC to LWDA
2020	9	23	Hours		15	Review and index Answer to FAC
2020	12	10	Hours		10	Attn to Notice of Continuance fr Court and update calendar
2020	12	16	Hours		40	Review file and prep categories of informal discovery for mediation
2021	1	12	Hours		30	Review file and send reminder email to def counsel re informal discovery not yet rec'd
2021	1	20	Hours		10	Further follow-up re informal discovery
2021	1	21	Hours		15	Obtain mediator availability and communicate to def counsel
2021	1	22	Hours		30	File review, draft jt statement, and forward to counsel
2021	1	25	Hours		10	Finalize and file jt statement
2021	1	28	Hours		25	Review file to prep for 1/29 hearing
2021	1	29	Hours		45	Appear at 1/29 Further Status Conference
2021	2	1	Hours		25	Prep and file Notice of Rulings for 1/29 hrg
2021	2	3	Costs	\$15.00		LA Court Connect Remote Appearance Charges
2021	4	23	Hours		35	Review file for mediation, follow-up re informal discovery outstanding and related emails
2021	4	30	Hours		60	Review and assess informal class discovery production and send follow up email encapsulating production and items outstanding

EXHIBIT "2"

2021	5	3	Hours		180	Review and assess class data production to prep for mediation
2021	5	4	Hours		180	Review and assess file to prep for mediation, emails w counsel re informal production and missing items; email to expert to set up analysis
2021	5	5	Hours		45	Ph Conference with client for mediation
2021	5	6	Hours		15	Communications with expert re mediation analysis
2021	5	8	Hours		100	Draft mediation brief
2021	5	10	Hours		60	Review expert analysis and further prep for mediation
2021	5	11	Hours		35	Update mediation brief to reflect expert analysis and submit, emails w/expert
2021	5	12	Hours		390	Attend full-day mediation with Jeff Krivis
2021	6	2	Hours		20	Prep and file jt post-mediation status conf statement, emails w/counsel re same
2021	6	15	Hours		90	Draft and serve three sets of written discovery
2021	6	30	Hours		20	Prep Notice of Rulings for 6/8 stat. conference
2021	6	30	Hours		20	Calendar entry for class cert dates and deadline and setting of reminders thereto; assess class cert discovery needs and timeline in accordance
2021	7	1	Hours		10	Finalize and file Notice of Rulings
2021	8	19	Hours		60	Review and mark up written discovery responses of Defendant, assess re sufficiency and potential M&C letter, calendar MTC dates and reminder, email to ZM re conclusions
2021	9	8	Hours		50	Review file and draft memo re discovery plan and circulate to ZM, related communications
2021	10	6	Hours		60	Work on opt-out notice and stip for same
2021	10	12	Hours		15	Review discovery and draft meet and confer email to def counsel re third party privacy objection and opt-out notice, circulate same
2021	10	13	Hours		10	Respond to def counsel email re sample selection for opt-out notice
2021	10	19	Hours		10	Follow up with def counsel re their review of opt-out notice and stip
2021	11	2	Hours		10	Further work on opt-out notice and stip
2021	11	3	Hours		15	amend optout stip re sample selection, email to def counsel
2021	11	3	Hours		15	Prep stip to continue class cert dates
2021	11	8	Hours		15	Review email fr def counsel re updated class metrics and assess re resolution angles in light
2021	11	8	Costs	\$37.27		OneLegal Stip and Order Filing Charges
2021	11	23	Hours		15	Email to counsel re denial of class cert continuance stipulation and setting of hearing, update calendar events in light
2021	11	24	Hours		10	Finalize opt-out stip and order
2021	11	24	Costs	\$37.27		OneLegal Stip and Order Filing Charges
2021	11	29	Hours		90	Draft Jt FSC statement and discovery needs
2021	11	30	Hours		20	Finalize Jt FSC statement
2021	12	3	Hours		15	Prep and file doe amendment
2021	12	6	Costs	\$16.68		OneLegal Jt Status Report Filing Charges
2021	12	6	Costs	\$16.68		OneLegal Amendment to Complaint Filing Charges
2021	12	13	Hours		20	Retrieve signed opt-out stip and setup assignment to CPT admin
2021	12	13	Costs	\$5.40		LASC Online Doc Retrieval
2021	12	14	Hours		35	Appear at Further Status Conference
2021	12	14	Hours		20	Prep Notice of Rulings for 12/14 hearing

2021	12	14	Hours		15	Update class cert calendar events to reflect new deadlines
2021	12	14	Costs	\$16.68		OneLegal Notice of Ruling Filing Charges
2021	12	28	Hours		20	Review opt-out notice docs from admin and provide approval
2022	1	5	Hours		15	Review file and opt-out notice status and dispatch email re discovery extension request
2022	1	11	Hours		10	Attn to admin confirmation of opt-out deadline, calendaring update
2022	2	3	Hours		10	Follow-up MTC deadline extension request
2022	2	8	Hours		170	Draft meet and confer letter to defense counsel re written discovery
2022	2	9	Hours		10	Finalize and send meet and confer letter
2022	2	16	Hours		40	Review five sets of written discovery to Plaintiff, assess re potential objections and responses, and calendar response deadline
2022	2	18	Hours		45	M&C phone conference with counsel and email summarizing points
2022	2	22	Hours		15	Prep draft joint status report
2022	2	22	Hours		60	Retrieve and review non-respondents list from admin and draft instructions to office staff re telephonic outreach to putative class and
2022	2	23	Hours		15	Finalize and file jt report, email w counsel re same
2022	2	24	Costs	\$16.68		OneLegal Joint Status Report Filing Charges
2022	2	25	Hours		30	Review def counsel email requesting settlement demand in light of finalized class metrics and encapsulate mediation positions to ZM
2022	3	3	Hours		15	Review file and draft and send follow up email re further/amended responses and class production, and MTC deadline extension
2022	3	11	Hours		15	Email to counsel requesting discovery extension and confirmation email, calendaring update
2022	4	6	Hours		20	Email to def counsel requesting further discovery extension and follow up re outstanding discovery issues
2022	4	11	Hours		10	Follow up email with def counsel re class disc and class cert dates
2022	4	12	Hours		35	Draft stip to continue class cert dates, email to def counsel re same and class wage statements
2022	4	14	Costs	\$37.78		OneLegal Stip and Order Filing Charges
2022	4	22	Hours		10	Email to def counsel requesting further MTC deadline
2022	4	28	Hours		20	Retrieve and review signed stip extending class cert dl and communicate same to def counsel, update calendaring events in light
2022	5	10	Hours		15	Review class production and assess re expert analysis needs and email to ZM
2022	5	27	Hours		120	Review def counsel 5/24 email confirming deal; Draft stipulated settlement agreement for class/PAGA settlement
2022	5	31	Hours		30	Further work on settlement agreement
2022	6	28	Hours		25	Review redline and finalize initial draft of settlement agreement, and email to counsel
2022	7	6	Hours		50	Prep class notice, further finalization of class agreement
2022	7	13	Hours		20	Conference with client re settlement
2022	7	15	Hours		15	Draft and file Notice of Settlement
2022	7	15	Costs	\$17.19		OneLegal Notice Filing Charges
2022	7	22	Hours		10	Further work on class notice

2022	8	16	Hours		20	Finalize settlement agreement with class notice, recirculate to client
2022	8	25	Hours		15	Review SA and draft email re client inquiry as to settlement
2022	8	31	Hours		40	Prep individual damage assessment for plaintiff
2022	9	9	Hours		35	Review file and prep client decl for prelim approval, email to client
2022	9	19	Hours		40	Review file and setup project to expert for further analysis
2022	9	20	Hours		10	Emails w expert re analysis
2022	10	3	Hours		180	Work on preliminary approval motion and supporting papers
2022	10	4	Hours		240	Work on preliminary approval motion and supporting papers
2022	10	5	Hours		180	Work on preliminary approval motion and supporting papers, and finalize for filing
2022	10	6	Costs	\$78.96		OneLegal Preliminary Approval Motion Filing Charges
2022	10	17	Hours		15	Prep and file draft re-notice of PA hearing
2022	10	17	Hours		20	Draft stip tp vacate class cert dates and communicate to counsel
2022	10	17	Hours		10	Email to admin requesting settlement quote
2022	10	18	Costs	\$12.87		OneLegal Re-Notice of Motion Filing Charges
2022	10	18	Costs	\$17.19		OneLegal Notice Filing Charges
2022	10	18	Costs	\$37.78		OneLegal Stip and Order Filing Charges
2023	2	22	Hours		60	Appear at prelim approval hearing, review of tentative
2023	3	7	Hours		60	Review and amend settlement agreement per ct Checklist
2023	3	7	Hours		40	Review expert analysis events and draft memo
2023	3	7	Hours		10	Email to expert re statistical significance
2023	3	9	Hours		15	Emails re further expert analysis
2023	3	23	Hours		15	Review expert email re updated analysis and respond
2023	3	29	Hours		10	Email to admin requesting declaration re safeguards in response to ct checklist
2023	3	30	Hours		20	Further changes to amended settlement agreement
2023	3	30	Hours		30	Amend class notice per changes to settlement agreement
2023	4	5	Hours		15	Finalize amended settlement and circulate
2023	4	20	Hours		10	Post message to court
2023	4	24	Hours		100	Draft supplemental brief and decl ISO prelim approval
2023	4	28	Hours		5	Email to admin re updating settlement admin quote in light of single distribution
2023	4	28	Hours		35	Further work on supplemental brief, and finalize for filing, update prelim approval order in accordance
2023	5	1	Costs	\$17.66		OneLegal PA Motion Supplement Filing Charges
2023	5	4	Hours		25	Prep and file second supp decl iso preliminary approval to support revised calculations in light of lower admin expenses
2023	5	5	Costs	\$17.66		OneLegal PA Declaration Filing Charges
2023	5	8	Hours		15	Prep and file PA motion re-notice
2023	5	8	Costs	\$17.66		OneLegal Notice Filing Charges
2023	7	7	Hours		60	Appear at PA hearing, related prep
2023	7	10	Hours		15	Gather prelim approval docs for admin and send email to admin to commence notice process
2023	7	11	Costs	\$17.66		OneLegal Notice of Entry of Order Filing Charges
2023	8	1	Hours		15	Review admin formatted notice docs, cross-reference with settlement for accuracy and respond
2023	8	3	Hours		20	Review admin prelim calculations, cross-reference with settlement approvals and respond re needed changes
2023	8	4	Hours		10	Review updated prelim calculations and email approva
2023	8	2	Hours		10	Email to staff re responding to class member inquiry

2023	10	3	Hours		15		Review file and notice conclusion and assess re upcoming calendar and what is needed to file FA motion
2023	8	17	Hours		15		Review admin declaration and cross-reference with settlement and email approval
2023	10	17	Hours		120		Work on final approval motion
2023	10	18	Hours		90		Work on final approval motion
2023	10	19	Hours		180		Work on final approval motion
2023	10	19	Costs	\$78.00			Final Approval Mtn Filing Costs (est.)
				\$690.89	5350	89.17	

**Declaration of
ZORIK MOORADIAN**

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1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Balaguer v. Eminent,
10 Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Azepita v. Eden
11 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent,
12 Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-
13 01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto
14 Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v.
15 Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857;
16 Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State
17 Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v.
18 WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496;
19 Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt.
20 Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon
21 Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563;
22 Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium
23 Shoes/19STCV33166; Ramos v. Liberty Container Corp./20STCV06560;
24 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v.
25 Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-
26 2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage
27 Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-
28 01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales
Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL

1 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247;
2 Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland
3 Montessori, LLC/18STCV06042; Alvarez v. Greenfield Care Center of
4 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana
5 Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057;
6 Popoca v. Denim Technologies/19STCV11434; Reidy v. City of
7 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v.
8 GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778;
9 Torres v. Metro Security/19STCV21114; Torres v. Metro
10 Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207;
11 Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v.
12 Golden Touch Cleaning/30-2019-01108777.

13 5. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to California Labor Code Sections
15 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
16 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
17 Private Attorneys General Act.

18 6. I have been appointed as class counsel on behalf of the settlement class. I
19 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
20 Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Enriquez
21 from continuing to serve as a Class Representative in this matter.

22 7. As a result of my prior experience as class counsel in other wage and hour
23 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
24 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
25 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
26 settlement continues to remain fair to the class, reasonable and more than adequate in view
27 of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,
28 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining

1 class certification and maintaining class action status through trial, (iv) the total settlement
2 amount of \$600,000 offered in settlement, (v) the discovery conducted by the Parties in this
3 case, (vi) my experience with similar settlements in wage and hour class actions that have
4 received court approval, (vii) the fact that the settlement involved arms' length negotiations
5 between experienced counsel facilitated by Mr. Jeffrey Krivis, a respected neutral mediator;
6 and (viii) the exclusively positive response from the class with nary an objection or exclusion
7 request.

8 8. Plaintiff Enriquez signed a single retainer with my office. The Retainer
9 Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of
10 course, subject to a court approval of class wide issues. The Retainer Agreement also had a
11 provision for recovery of costs in relation to the representation.

12 9. As for the representation of the individual rights of Mr. Enriquez, a proposed
13 retainer agreement for recovery of fees could be thirty-five percent of the gross recovery.
14 That would be consistent with the market rate, and there is no reason to believe that, if any
15 of the other 498 class members had signed an individual retainer, it would be any different.

16 10. In almost all the mediations that I have attended, a one-third to 35% attorney
17 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
18 approval. In this matter, the Parties agreed that Class Counsel may request up to 35% and
19 Defendant would not oppose the same.

20 11. Notice was provided to each of the Settlement Class Members that the
21 attorneys would be seeking attorney fees in the amount of \$210,000.00 or thirty-five percent
22 of the settlement. The fact that no Settlement Class Members had any objection to the
23 settlement or any of its terms to date, speaks pretty strongly to the notion that class members
24 are extremely happy with the settlement.

25 12. It is beyond any reasonable dispute that, if my office had been able to negotiate
26 directly with the class members, the class would have found that a thirty-five percent fee
27 arrangement was eminently reasonable.
28

13. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for my office.

14. My initial contact with Mr. Enriquez was on April 9, 2019 and I have worked on this case for approximately 54 months. During this period my billing rate was \$650 per hour. I have spent 140.9 hours on this matter. Thus my present loadstar is \$91,585. Between now and final distribution, I anticipate working an additional 5 hours on this file, or an additional \$3,250 loadstar. I have also incurred \$19,107.70 costs to date. Attached hereto as **Exhibit “1”** is a true and correct copy of my time and cost ledger for this matter.

15. While it's generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class had an affirmative response to the settlement, where there was not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits.

16. It is important that Mr. Enriquez is paid a fair amount for his services to the class and out of 498 employees he was the only one that stepped forward and remained with his case for over four years. If it was not for him, the \$600,000 settlement would not have been obtained for the class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 19, 2023 in Calabasas, California.

/s/ Zorik Mooradian
Zorik Mooradian

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Zorik Mooradian, Esq./Enrique v. The Johnny Rockets			
Date	\$ Costs	Atty. Hrs.	Activity on File/Case
4/9/2019		1.00	Client Interview, Intake and opened file.
4/10/2019		0.50	follow up comm. with client and signed retention papers
4/10/2019		0.20	retention letter to client
4/10/2019		0.20	receipt and review of paystubs and other records from client
4/26/2019		1.20	receipt and review of additional records and office meeting
4/29/2019		1.00	Drafted and mailed/certified/LC 226 letter to Employer
4/29/2019	\$ 4.20		Certified postage cost
5/3/2019		0.70	Research re defendants and implicated locations/restaurants
5/15/2019		1.70	Receipt and review of LC 226 production/payroll data/200+ pgs.
5/21/2019		1.40	Additional review and analysis of the time records
12/5/2019		3.50	review file, discuss causes of action, and meeting re compliant
12/9/2019		0.10	notice of posting jury fees
12/9/2019		0.10	notice of case assignment and instructions
12/9/2019		1.90	attention to final class action complaint, to be filed today
12/15/2019		1.50	Comp. interview, reviewed file and conf. call with co counsel
12/16/2019		0.20	comms. With Johnny Rockets human resources on data, etc.
1/6/2020		0.10	Minute Order/ISC for 3/24/20
1/6/2020		0.50	ISC Order/review file/call with co counsel/notes to file
2/6/2020		0.30	comms. With Johnny Rockets human resources on data, etc.
3/6/2020		0.20	call and follow up email with client
3/17/2020		0.10	Communication with D. 17 re continuance and status
4/6/2020		1.20	Comm. with client. Review of Settmnt. Agt. In Noe Hernandez v. JR etc.
5/4/2020		0.10	receipt and review of the court's minute order/ISC for 8/7/20
5/4/2020		0.20	notice of continuance of ISC and follow up with counsel
5/15/2020		0.50	letter to client re pandemic and status of the case
6/5/2020		0.10	receipt and review of the court's minute order/complex
6/19/2020		0.10	receipt and review notice of appearance of Defendant
7/20/2020		1.00	review file and meet and confer with defense counsel re report
7/27/2020		1.30	notes on file, research and attention to FAC
8/7/2020		0.10	comm. With defense counsel re court hearing
8/7/2020		1.00	prepared for and appeared at the Initial Status Conf.
8/17/2020	\$ 347.00		Copying and postage cost to date for the file/case
8/17/2020		0.10	Caseanywhere set up and emails re same

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8/17/2020		0.10	Notice of ruling re August 7, 2020 court hearing
9/21/2020		0.10	receipt and review of Answer to FAC from Rockets
12/7/2020		0.10	Received minute order re continuance of the further status conf.
12/16/2020		1.30	Comm. In 12/20 re informal discovery/for 5/12/21 mediation
1/19/2021		1.10	receipt/review/notice of related cases/file Rodriguez v. Rockets
1/22/2021		0.40	series of emails and calls in Jan. re mediation/data needed
1/22/2021	\$ 94.00		court call appearance fee
1/22/2021	\$ 7.80		court filing fee
1/25/2021		0.10	joint status conference report for 1/29/21 hearing
2/1/2021		0.10	notice of ruling on 1/29/21 hearing
4/15/2021		0.10	exchange with defense counsel re mediation data
4/27/2021		2.10	attention to the production/exposure analysis for mediation
4/30/2021		0.20	comms. regarding the class data for the mediation
5/3/2021		2.70	meeting re produced data for mediation and exposure analysis
5/4/2021		0.30	Call with co counsel and exchange re raw punch date/defense
5/5/2021		1.00	conf. call with client and co counsel re discovery and status
5/5/2021		0.30	series of emails regarding data for the mediation
5/6/2021		1.20	Series of exchange re exposure analysis and data for mediation
5/9/2021		5.40	review of data/analysis/preparation for 5/12/21 mediation
5/9/2021		1.30	Liability/damage final analysis for mediation brief
5/10/2021		3.20	comms. with counsel and review of final data re mediation
5/11/2021		1.60	calls on file, conference re Berger's expert analysis/mediation
5/11/2021		1.40	preparation for mediation and review of records/file/etc.
5/12/2021	\$ 7,000.00		First Mediation Fee/50%/Plaintiff's Share
5/12/2021		6.50	prepared for and appeared/Zoom mediation/Jeffrey Krivis, Esq.
6/6/2021	\$ 2,325.00		Berger Consulting Charges for the original mediation analysis
6/8/2021		1.00	prepared for and appeared in court/post mediation status conf.
6/8/2021		1.20	reviewed file, conference, and notes to file re class cert. motion
6/14/2021		0.20	exchange with defense counsel/discovery/post mediation work
6/15/2021		0.50	attention to form interrogatories and review file
6/15/2021		0.50	attention to employment interrogatories

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6/15/2021		1.90	attention to special interrogatories and review of the file
6/15/2021		2.10	file review and attention to requests for production
7/1/2021		0.10	Notice of ruling re post mediation status conf./class cert.
8/19/2021		0.20	Conf. call and exchange re Defendant's discovery responses
9/8/2021		2.80	Series of comms. Re outstanding discovery and meet and confer
9/16/2021		0.50	Discovery Meet and confer letter
10/6/2021		0.50	receipt and review of the form interrogatory responses
10/6/2021		0.50	receipt and review of the employment interrog. Responses
10/6/2021		0.50	receipt and review of the special interrogatory responses
10/6/2021		1.20	receipt and review of the production responses
10/13/2021		0.20	exchange with defense counsel re class discovery
11/8/2021		1.00	meeting at the office re class certification, review of file, etc.
11/8/2021		0.20	exchange with defense counsel re class discovery
11/24/2021		0.80	work on stipulation and proposed order for Balaire West notice
11/30/2021		1.20	conf. call with co counsel/review of data re 12/14/21 report
11/30/2021		0.80	Joint Status Conference/calls and refinement re class discovery
12/6/2021		0.10	stipulation and order re dissemination of opt out notice
12/13/2021		0.10	email exchange re Covid and how it has affected the class size
12/13/2021		1.50	work on class certification/memo to file/court hrg. Prep
12/14/2021		2.00	attention to Balaire West and series of exchange re same
12/14/2021		1.00	Prepared for and appeared at the Further Status Conference
12/31/2021		0.80	call and memo on file re scope of the class/Balaire West
1/5/2022		1.20	Final attention to Plaintiff's motion for prelim. Approval
1/7/2022		1.20	exchange re Balaire West/review data/active and terminated
1/14/2022		0.50	conf. call with co worker of client re LC violations/witness
2/8/2022		1.30	research re motions to compel/meet and confer/call w/counsel
2/9/2022		1.30	attention to discovery meet and cofer letter/call with counsel
2/15/2022		1.00	attention to requests for admissions from Defendant
2/15/2022		1.00	attention to special interrogatories from Defendant
2/15/2022		1.00	attention to requests for production from Defendant
2/15/2022		0.50	attention to form interrogatories, general, from Defendant
2/15/2022		0.50	attention to form interrogatories, employment, Defendant
2/22/2022		2.30	office meeting/class contact calls/plan of action for certification
2/23/2022		0.20	Joint Further Status Conf. Statement

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2/23/2022		0.20	attention to joint further status conf. statement
2/28/2022		1.20	Attention to discovery response and comm. Re same
3/1/2022		1.80	Review class data/negotiations - class set./conf. call w/Defense
3/1/2022		0.80	review of the file and further actions re tomorrow's court hrg.
3/2/2022		1.00	Prepared for and appeared at court/further status conf.
3/17/2022		2.80	Office meeting/results of calls on Rockets'/class cert. work
3/31/2022		2.20	Recvd. & Revd. Additional payroll data per court's order
3/31/2022		1.80	review of the production/no raw data/comm. With defense
4/6/2022		0.20	follow up meet and confer regarding outstanding discovery
4/12/2022	\$ 873.10		CPT Group. Cost of Belaire West
4/14/2022		0.50	worked out stipulation for continuance of class certification
4/21/2022		2.70	Series of emails/payroll data/JR10509-JR16369 prod./Review
5/24/2022		1.40	series of email since first of May re additional data and set. Agt.
5/24/2022		0.20	Exchange re settlement/agreement in principal for \$600K
6/6/2022		0.20	worked out class data/37,127 workweeks/notes on file re settmt.
6/8/2022		0.30	Exchange re court hearing and notes for further action
6/28/2022		0.20	series of comms. Re settlement finalization
7/13/2022		1.00	conf. call with client and co counsel re settlement terms
7/15/2022		0.20	notice of settlement and attention to file re further action
8/12/2022	\$ 15.00		Virtual Court appearance fee
8/12/2022		0.20	series of comms. Re settlement finalization
8/30/2022		0.50	letter to client re settlement efforts
8/30/2022		0.50	Call with the client and went over the status/details of settmt.
8/30/2022		0.50	e mail exchange with client and follow up call re details
8/31/2022		0.50	receipt of memo from co counsel regarding Kullar analysis
9/1/2022		1.00	Reviewed file/letter to client on settlement/English/Spanish
9/8/2022		1.00	office meeting and letter to client re settlement efforts
9/9/2022		0.20	call and letter to client re settlement
9/12/2022		1.20	Series of communications with investigator and meeting
9/12/2022		0.10	comm. with investigator
9/14/2022		3.20	attention to final version of the settlement agreement (No. 1)
9/19/2022		1.00	corresp./data exchange on damage work up/with consultant
9/20/2022		0.10	Comm. with Berger Consulting
10/1/2022	\$ 300.00		Cost of Investigator re Meeting
10/3/2022		3.80	Comms. and work on motion for prelim. Approval
10/3/2022		2.10	work on motion for prelim. Approval

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10/4/2022		2.70	Comms. with co counsel and work on motion for prelim. App.
10/5/2022		1.30	Final attention to Motion for Prelim. Approval
10/6/2022		0.20	call with co counsel re cont. from 10/27 to 2/22/23, and status
10/24/2022	\$ 100.00		Berger Consulting Charges for Extrapolation work
2/22/2023		0.10	Receipt and review of the court's order re preliminary approval
2/22/2023		0.50	Discussion/co counsel and staff re motion for prelim. Approval
2/22/2023		0.10	Receipt and review of the court's minute order/prelim. Approve.
2/22/2023		1.00	Prepared for and appeared at Motion for Prelim. Approval
3/6/2023	\$ 3.00		Copy cost of court docket document
3/6/2023		1.00	drafted letter on refinements/data/settlement agreement
3/6/2023		0.50	calls and emails re court's punch list
3/6/2023		0.30	Comms. re supplemental data/analysis
3/7/2023		0.20	Comms. re supplemental data/analysis
3/8/2023		0.70	Comms. re supplemental data/analysis
3/23/2023		3.10	Calls/research/comms. with Berger/insufficient date per court
3/31/2023		0.20	attention to declaration of Julie Green/filed with supp. Brief
4/7/2023	\$ 6,175.00		Berger Consulting Charges for additional work
4/7/2023		0.10	attention to file and message board/re prelim. Approval
4/10/2023		0.10	Minute Order re cont. Motion for Prelim. Approval to 4/21/23
4/20/2023		0.10	Message board re joint efforts to secure signatures on settmt.
4/27/2023		0.30	comms. With co counsel and staff re corrections/supp. Decl.
4/28/2023		0.20	memo to file and final look at the supp. Brief
4/28/2023		0.10	supplemental decl. of Hacopian re Motion for Prelim. App.
5/3/2023		0.20	attention to second supplemental decl. re prelim. Approval
5/4/2023		0.10	Second supp. Decl. re Prelim. Approval for 7/7/23 hearing
5/8/2023		0.10	call with court clerk/no need to refile the notice of motion
5/8/2023		0.10	Re-notice of motion for prelim. Approval for 7/7/23
7/7/2023		0.20	Order Granting Motion for Prelim. Approval/23 pages
7/7/2023		0.10	Minute Order re Granting of Motion for Prelim. Approval
7/7/2023		1.00	Prepared for and appeared at the Motion for Prelim. Approval
7/10/2023		0.10	comm. with CPT regarding prelim. Motion approval
8/3/2023		0.70	Review of CPT timeline and related emails/workweek comp.
8/3/2023		0.20	series of emails and calls on file re CPT and dissemination

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8/3/2023		1.20	CPT timeline and workweek table/class members/review
8/4/2023		0.10	comm. From CPT re completion of Notice mailers
8/7/2023		0.10	Notes on file regarding activities due for final approval motion
10/4/2023		0.90	Review and regard for the Notice to Class/modified
10/16/2023		0.30	Attn to FA motion declaration
10/16/2023	\$ 1,863.60		Caseanywhere electronic quarterly recurring service charges
	\$ 19,107.70		
		140.90	

**Declaration of
KAYLIE O'CONNOR**

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7 Attorneys for Plaintiff EDWIN ENRIQUEZ,
8 individually and on behalf other persons
9 similarly situated and similarly aggrieved
employees

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**
13

14 EDQIN ENRIQUEZ, individually and on behalf
15 of other persons similarly situated and similarly
16 aggrieved employees,

17 Plaintiffs,

18 v.

19 THE JOHNNY ROCKETS GROUP, INC., an
20 active Delaware Corporation; and DOES 1
through 10, inclusive

21 Defendants.
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27
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Case No.: 19STCV43986

CLASS AND REPRESENTATIVE
ACTION

*[Assigned for all purposes to Hon. Maren
E. Nelson in Dept. SS-17]*

**DECLARATION OF KAYLIE
O’CONNOR WITH RESPECT TO
NOTIFICATION AND SETTLEMENT
ADMINISTRATION**

Date: November 13, 2023
Time: 9:00 a.m.

Trial Date: None set
Action Filed: December 9, 2019

1 I, Kaylie O'Connor, declare as follows:

2
3 1. I am employed as a case manager for CPT Group, Inc. ("CPT"), the Court-
4 approved class action Settlement Administrator for *Enriquez v. The Johnny Rockets Group,*
5 *Inc.* I have personal knowledge of the facts set forth in this declaration and, if called upon to
6 testify, I could and would testify competently to such facts.

7 2. CPT has extensive experience in providing notice of class actions and
8 administering class action settlements. In the past 30 plus years, we have provided notification
9 and/or settlement administration services in over one thousand class action cases. CPT was
10 selected by both parties to provide notice of the settlement and process exclusions in this
11 action. In this capacity, CPT was charged with administering the settlement terms and
12 conditions detailed herein, included but not limited to: (a) preparing, printing and mailing the
13 *Notice of Proposed Class Action Settlement and Hearing Date for Court Approval* in both
14 English and Spanish (herein referred to as "Notice Packet"); (b) processing undeliverable mail
15 and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free
16 case hotline where Class Members can speak to case representatives regarding case specific
17 questions; (d) establishing and maintaining a static website containing case information; (e)
18 receiving inquiries and other communications about the settlement; (f) processing Class
19 Members' inquiries about the Class Notice, and Disputes, Requests for Exclusion, and
20 Objections; (g) providing Class Counsel and Counsel for Defendants a declaration attesting to
21 the completion of the notice process, in addition to weekly updates during the response period;
22 (h) calculating and mailing Individual Settlement Payment checks to Participating Class
23 Members as well as completing any associated tax withholding and reporting to the State and
24 Federal tax authorities; (i) preparing W-2 and 1099 Forms for each Class Member's Individual
25 Settlement Payment; (j) sending funds associated with uncashed checks to the California State
26 Controller's Office, Unclaimed Property Division; and (k) other such duties set forth in the
27 Settlement Agreement, subject to the Court's approval.

1 3. CPT received the Court-approved text for the Notice Packet from Counsel on
2 July 10, 2023.

3 4. CPT prepared a draft of the Notice Packet for mailing to the Class Members
4 consisting of a 8-page Class Notice in English and an 8-page Class Notice in Spanish. CPT
5 received approval from the Parties and a sufficient number of Notice Packets were printed
6 according to the anticipated class size. Attached hereto as **Exhibit “A”** is a true and correct
7 copy of the Notice Packet.

8 5. On July 21, 2023, CPT received a data file from Defendants containing each
9 Class Member’s name, last known address, phone number, Social Security number, hire date,
10 termination date. The finalized mailing list contained 498 Class Members.

11 6. On August 3, 2023, CPT conducted a National Change of Address (NCOA)
12 search in an attempt to update the class list of addresses as accurately as possible. A search
13 of this database provides updated addresses for any individual who has moved in the previous
14 four years and notified the U.S. Postal Service of their change of address. As a result of the
15 NCOA, CPT was able to locate 38 new or updated addresses.

16 7. The Notice Packets were enclosed in envelopes with the names and known
17 addresses printed on them. On August 4, 2023, the Notice Packets were mailed via U.S. First-
18 Class mail to all Class Members. The deadline to submit disputes, requests for exclusion or
19 objections was October 3, 2023.

20 8. As of the date of this declaration, 50 Notice Packets have been returned to our
21 office by the U.S. Postal Service as undeliverable with no forwarding address. For the Notice
22 Packets returned from the post office without a forwarding address, CPT attempted to locate a
23 current mailing address using Accurint, one of the most comprehensive address databases
24 available for skip tracing. Accurint utilizes hundreds of different databases supplied by credit
25 supporting agencies, public records, and a variety of other national databases.

26 9. As a result of skip trace efforts, a total of 41 Notice Packets were re-mailed to
27 Class Members. As of the date of this declaration, 10 Notice Packets remain undeliverable
28

1 with no forwarding address and where no new address could be found through skip trace or
2 where they were returned a second time.

3 10. As of the date of this declaration, CPT has not received any valid disputes.

4 11. As of the date of this declaration, CPT has not received any written objections to
5 the Settlement.

6 12. As of the date of this declaration, CPT has not received any written requests for
7 exclusion.

8 13. Since it has not received any written requests for exclusion from the settlement,
9 CPT will report that a total of 498 Class Members will be issued an Individual Settlement
10 Payment, which represents a 100% participation rate.

11 14. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was
12 used to calculate the settlement payment amount for each Participating Class Member. The
13 Net Settlement Amount is calculated as set forth below:

14	Gross Settlement Amount	\$600,000.00
15		
16	Less Attorneys' Fees (Requested)	\$210,000.00
17	Less Attorneys' Litigation Costs (Requested)	\$25,000.00
18	Less Service Award to Plaintiff (Requested)	\$10,000.00
19	Less Payment to LWDA	\$15,000.00
20	Less Settlement Administration Costs	\$10,000.00
21	PAGA Payment to Aggrieved Employees	\$5,000.00
22	Net Settlement Amount	\$325,000.00

23
24 15. A total of 498 Class Members will be paid their portion of the Net Settlement
25 Amount. Each Class Member's share of the Net Settlement Amount will be proportional to the
26 number of workweeks he or she worked during the Class Period. According to Defendant's
27 records, Class Members in aggregate worked a total of 26,430 workweeks during the Class
28 Period. Each workweek is accordingly valued at \$12.30. Prior to the deduction of employee-

1 side state and federal taxes, the average settlement payment is estimated to be \$652.61, the
2 highest settlement payment is estimated to be \$3,393.87 and the lowest is estimated to be
3 \$12.30. Plaintiff's individual share is estimated to be \$1,401.82.

4 16. A total of 210 Aggrieved Employees will be paid their portion of the PAGA
5 Payment. Each Aggrieved Employee's share of the PAGA Payment will be proportional to the
6 number of pay periods he or she worked during the PAGA Period. According to Defendant's
7 records, Aggrieved Employees in aggregate worked a total of 5,340 pay periods during the
8 PAGA Period. Each pay period is accordingly valued at \$0.94. The average PAGA settlement
9 payment is estimated to be \$23.81, the highest PAGA settlement payment is estimated to be
10 \$79.59 and the lowest PAGA settlement payment is estimated to be \$0.94. Plaintiff's
11 individual share of the PAGA payment is estimated to be \$3.75.

12 17. CPT will charge a total of \$10,00.00 in costs associated with the administration
13 of the settlement. This includes all costs incurred to date, as well as estimated costs involved
14 in completing the settlement.

15
16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct and at this declaration is executed this 17th day of October, 2023 at
18 Irvine, California.

19
20 

21 Kaylie O'Connor
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Edwin Enriquez v. The Johnny Rockets Group
Los Angeles County Superior Court Case No. 19STCV43986

As a current or former hourly non-exempt employee of The Johnny Rockets Group (“JOHNNY ROCKETS”) in California at any time from November 18, 2016 through March 1, 2022, you may be entitled to receive money from a proposed class action settlement.

*The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- A proposed class action settlement of \$600,000 has been reached between Plaintiff Edwin Enriquez and Defendant The Johnny Rockets Group (hereinafter “**JOHNNY ROCKETS**”) on behalf of Settlement Class Members.
- The settlement resolves the class and representative action lawsuit entitled *Edwin Enriquez, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. The Johnny Rockets Group*, Los Angeles County Superior Court Case No. 19STCV43986 (“**Lawsuit**”), wherein Plaintiff alleges various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases JOHNNY ROCKETS from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. JOHNNY ROCKETS denies any and all liability arising from any of the claims and contends that at all relevant times it complied with applicable laws.
- This Settlement will be used to settle claims of all Settlement Class Members. The amount of Settlement Class Members’ individual settlements will be determined by the number of weeks they worked for JOHNNY ROCKETS (“**workweeks**”).
- Lawyers for the Settlement Class Members will be asking the Court to award up to \$210,000.00 to be paid out of the settlement (35%) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed \$25,000, incurred during the case. They also will ask the Court to approve: (1) a \$10,000 incentive award to Plaintiff Edwin Enriquez (“**Plaintiff**” or “**Representative Plaintiff**”) who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a \$15,000 payment to the California Labor and Workforce Development Agency (“LWDA”); and (3) up to a maximum of \$10,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get a payment and release your claims. (See Sections 10, 11 and 19, below). If you do not agree with the number of workweeks presented to you in this Class Notice, you will have until October 3, 2023 to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before October 3, 2023. If you opt-out, you will not release any claims against JOHNNY ROCKETS and you will receive no benefit from this settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 10 and 13, below).

OBJECT	If you do not think the settlement is fair and do not opt out, then you may write to the Settlement Administrator about why you do not like the settlement and they will forward your concerns to the attorneys who will then provide it to the court. Your objection must be postmarked on or before October 3, 2023. (<i>See Section 16, below</i>). You may not object if you have opted out.
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BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of JOHNNY ROCKETS indicate that you were employed by JOHNNY ROCKETS in California as an hourly non-exempt employee for some period of time from November 18, 2016 through March 1, 2022 (“**Settlement Class**”) (*See Section 6, below*).

You were sent this Class Notice because you have a right to know about a proposed settlement involving this lawsuit and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and after any objections and appeals are resolved, a “**Settlement Administrator**” appointed by the Court will make the payments that the settlement allows. This package explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of Los Angeles. The person who sued is called the Plaintiff, and the organization they sued is called the Defendant.

2. What is this Lawsuit about?

On December 9, 2019, Plaintiff Edwin Enriquez filed a class action complaint in the Los Angeles County Superior Court (19STCV43986) against JOHNNY ROCKETS, on his own behalf and on behalf of other persons.

On August 17, 2020, the operative First Amended Complaint was filed which asserts the following class causes of action: (1) Failure to Pay Wages; (2) Failure to Provide Meal Periods; (3) Failure to Provide Paid Rest Periods; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq. The First Amended Complaint also includes representative causes of action for civil penalties under the Private Attorneys’ General Act (“PAGA”) in accordance with the required notice communicated by Plaintiff to the LWDA and JOHNNY ROCKETS.

JOHNNY ROCKETS has vigorously denied and defended against the allegations in the Lawsuit, asserting that it has paid its employees properly and has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since the Lawsuit was filed, there has been an ongoing investigation, and information exchanged. The parties have participated in mediation with a highly respected neutral mediator. Subsequently, after further negotiations, the parties reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiff's claims or JOHNNY ROCKETS's defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval hearing scheduled for November 3, 2023 at 9:00 a.m. The Court is located at 312 North Spring Street, Los Angeles, CA, 90012, in Department SS-17, Judge Maren E. Nelson presiding.

The settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that JOHNNY ROCKETS violated any legal wage requirements or is liable for any of the charges made by Plaintiff. JOHNNY ROCKETS denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this settlement. Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Settlement Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Settlement Class Members except those who have opted out (*i.e.* excluded themselves). This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Settlement Class Member.

6. How do I know if I am a Settlement Class Member?

The parties have agreed, subject to Court approval, that the Settlement Class is made up of the following group:

The **Settlement Class** is defined as:

All non-exempt employees who were employed by Defendant JOHNNY ROCKETS in California during the period of November 18, 2016 through March 1, 2022 ("**Class Period**").

If you received this Class Notice, you are considered to be a Settlement Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this settlement by opting out of this settlement and you will not be a Settlement Class Member.

8. I'm still not sure if I am a Settlement Class Member. What should I do?

You are receiving this Class Notice because JOHNNY ROCKETS's records indicate that you are a Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement payments themselves reach you.

In order to receive payment under this Settlement, you do not have to take any action.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement Agreement provides that JOHNNY ROCKETS will pay Six Hundred Thousand Dollars (\$600,000) (the "**Settlement Amount**") to fully resolve the claims being settled and released in the Lawsuit. After payment of the sums awarded

by the Court (1) to the Settlement Administrator for its costs, up to a maximum of Ten Thousand Dollars (\$10,000); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of Two Hundred Ten Thousand Dollars (\$210,000), which is thirty five percent (35%) of the Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Twenty Five Thousand Dollars (\$25,000); (4) to Representative Plaintiff Edwin Enriquez as a service award for services he provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Action, and stigma, up to a maximum of Ten Thousand Dollars (\$10,000); (5) to the California Labor and Workforce Development Agency (“LWDA”), the sum of Fifteen Thousand Dollars (\$15,000) as its share of PAGA remedies; the remaining sum, estimated at no less than Three Hundred Twenty Seven Thousand Dollars (\$327,000) (the “**Net Settlement Amount**”) will be distributed entirely to Settlement Class Members who qualify to receive payment.

If the court approves the settlement, JOHNNY ROCKETS will fund the settlement by making a deposit of the Settlement Amount, plus the proportionate employer share of taxes. As such, any amounts payable to you under this settlement are expected to be paid thereafter. (See Section 11 below).

The actual and complete terms of the Settlement are set forth in the Amended Stipulated Settlement Agreement (“Settlement Agreement”) filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling Settlement Class Counsel, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

As a Settlement Class Member, you will automatically receive payment if you do not exclude yourself.

Based on JOHNNY ROCKETS’s records, your total number of Workweeks during your applicable time period is: **«Workweeks»**.

Your estimated settlement payment based on the number of Workweeks indicated above is: \$**«EstSettAmt»**, less taxes.

Your estimated settlement payment is calculated pursuant to the method set forth below:

A Settlement Class Member’s estimated share of the Net Settlement Amount shall be determined based on each Settlement Class Member’s number of Workweeks Worked during the applicable Class Period. Each Settlement Class Member’s share of the Net Settlement Amount shall be determined by dividing the Net Settlement Amount (less \$5,000 for PAGA civil penalties payable to employees who were employed at any time from December 9, 2018 to March 1, 2022 “PAGA Period,” see end of this section) by the total number of Workweeks Worked by all Settlement Class Members during the applicable Class Period to determine the Per Workweek Settlement Amount. Each Settlement Class Member’s Individual Settlement Amount is then determined by multiplying the Per Workweek Settlement Amount by the number of Workweeks Worked by that Settlement Class Member. In the event that any Settlement Class Members opt out of the Settlement, any portion of the Net Settlement Amount that is not claimed shall be paid to Participating Settlement Class Members on a proportional basis determined by the number of Workweeks Worked by each Participating Settlement Class Member. The amount actually paid to each Participating Settlement Class Member shall be known as the Individual Settlement Payment.

Taxation of your Individual Settlement Payment will be as follows:

Twenty Percent (20%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to wages. Standard payroll deductions shall be taken from the wage portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Wage Component.

Eighty Percent (80%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to penalties and interest. No withholding shall be made on the interest and penalty portion. The Settlement Administrator will issue a second check and IRS Form 1099 for the interest and penalty component. Any taxes due on the portion of the Individual Settlement Payment reported on a Form 1099 shall be the responsibility of the individual Participating Settlement Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

JOHNNY ROCKETS will be responsible for paying all employer tax liabilities separate and apart from the Settlement Amount.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. JOHNNY ROCKETS's records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel. If the dispute remains unresolved, it will be submitted to the Court for final resolution.

Your share of PAGA civil penalties: Please note that if you were employed at any time from December 9, 2018 to March 1, 2022 ("PAGA Period"), you will additionally be entitled to a proportionate share of the \$5,000 allocated to PAGA civil penalties payable to employees. Your share will be reflected by the proportionate number of pay periods worked by you during the PAGA Period relative to the total number of pay periods worked by Settlement Class Members during the PAGA Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph. You will be issued a Form 1099 for this payment.

Your estimated PAGA share based on the «PAGAPeriods» pay periods you were employed during the PAGA Period indicated above is: \$«EstPAGAAmt». **You will receive a payment for this sum, even if you exclude yourself from this Settlement.**

11. When would I get my payment?

The Court will hold a hearing on November 3, 2023, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-888-268-6078 or Class Counsel. *Please be patient.*

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 10 above is expected to be distributed thereafter. If there are no appeals or delays, the anticipated date of the distribution is December 27, 2023.

Uncashed Checks: All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Funds associated with any checks not cashed during the 180 day period shall be void, and the Participating Settlement Class Member's release set forth herein shall remain valid. After the 180 day period following distribution, all funds will escheat to the State of California's Unclaimed Property Fund in the name of the Class Member.

Please note that the above distribution date is only an estimate based on the information available to the Parties at this time and it is possible that the actual distribution will occur well after the above noted date. Your payments are expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payments are mailed to the correct address.**

12. What am I releasing?

Release As To All Participating Class Members: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement ("**Participating Class Members**"), including their heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released Claims. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any Class Member and/or the Class Representative with respect to the Released Claims and Class Representative's Released Claims, except as expressly provided herein.

Release As To All Aggrieved Employees: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, Plaintiff and the State of California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims.

"Released Claims" means: all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance,

disability, social security, workers' compensation, and class claims outside of the Class Period. This release includes claims for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide itemized wage statements, failure to pay all wages and termination and unfair business practices under the California Business and Professions Code associated with same.

“Released PAGA Claims” means: all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. This release includes PAGA claims for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide itemized wage statements, failure to pay all wages and termination and unfair business practices under the California Business and Professions Code associated with same.

“Released Parties” means: Defendant, including each of Defendant’s respective past, present, and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, related entities, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Settlement Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, CPT Group, Inc., postmarked no later than October 3, 2023. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your name, address, telephone number, last four digits of your Social Security number and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 10, above. By timely opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against JOHNNY ROCKETS, and you will be free to hire your own attorney to pursue those claims on an individual basis, or you may represent yourself, if you choose to do so.

If you do not opt out, you will be bound by all the terms of the Settlement Agreement, including the release of claims set forth above, meaning that you cannot separately sue JOHNNY ROCKETS, their employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC. These lawyers are called Class Counsel. They will be compensated from the Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$210,000 to them for attorneys’ fees, or thirty five percent (35%) of the Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed \$25,000. JOHNNY ROCKETS has agreed not to oppose Class Counsel’s application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may appear at the Final Approval Hearing to present any objection you may have to the settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (CPT Group) postmarked no later than October 3, 2023. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for November 3, 2023 at 9:00 a.m. If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The name of the case (*JOHNNY ROCKETS Class Action*); and
- A description of your objections.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. You will also receive a settlement payment.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on November 3, 2023, at the Los Angeles County Superior Court, Dept. SS-17, Judge Maren E. Nelson presiding, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

The date of the Fairness Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at (www.cptgroupcaseinfo.com/JohnnyRocketsSettlement), which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Class Members at the hearing. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Fairness Hearing, you may appear remotely. To do so, you must arrange an appearance at (<https://my.lacourt.org/laccwelcome>) through the “Civil” tab not sooner than thirty (30) days before the hearing. You will be asked to create a login, choose whether you will be making an audio or video appearance, and pass technical validations for your hardware. You must enter the case number (19STCV43986) when prompted and select the hearing date for the Final Fairness Hearing.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. You will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the release of claims set forth in Section 12 above, meaning that you cannot separately sue JOHNNY ROCKETS, their employees, or any other related persons or entities for the matters being settled under this Settlement. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact Settlement Class Counsel. You may also go to the Court’s website at (<http://www.lacourt.org/casesummary/ui/>) and enter the case number (19STCV43986) to electronically access all publicly filed documents in the Lawsuit. Please note that fees may be charged by the Court for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator’s website at (www.cptgroupcaseinfo.com/JohnnyRocketsSettlement).

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT THE JOHNNY ROCKETS GROUP (“DEFENSE COUNSEL”)
<i>Enriquez v. The Johnny Rockets Group, Inc.</i> Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: 1-888-268-6078 Fax: (949) 419-3446 www.cptgroupcaseinfo.com/JohnnyRocketsSettlement	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Facsimile: (888) 783-1030	Lonnie D. Giamela lgiamela@fisherphillips.com LaLonnie V. Gray lgray@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Telephone: (213) 330-4500 Facsimile: (213) 330-4501

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR JOHNNY ROCKETS WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

AVISO DEL ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DE LA CORTE*Edwin Enriquez v. The Johnny Rockets Group*

Caso No. 19STCV43986 de la Corte Superior del Condado de Los Ángeles

Como un empleado pagado por hora y no exento, actual o anterior de The Johnny Rockets Group (“JOHNNY ROCKETS”) en California en cualquier momento desde el 18 de noviembre del 2016 hasta el 1 de marzo del 2022, usted puede tener derecho a recibir dinero de un acuerdo propuesto de demanda colectiva.

*La Corte Superior de California, Condado de Los Ángeles autorizó este Aviso de la Clase.**Esto no es una solicitud de un abogado. Esto no es una demanda en contra de usted. Usted no ha sido demandado.***POR FAVOR LEA ESTE AVISO CUIDADOSAMENTE.
SUS DERECHOS LEGALES SON AFECTADOS POR EL.**

- Un acuerdo propuesto de demanda colectiva de \$600,000 ha sido alcanzado entre el Demandante Edwin Enriquez y el Demandado The Johnny Rockets Group (de aquí en adelante “**JOHNNY ROCKETS**” en nombre de los Miembros de la Clase del Acuerdo).
- El acuerdo resuelve la demanda colectiva y representativa titulada *Edwin Enriquez, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. The Johnny Rockets Group*, Corte Superior del Condado de Los Ángeles, Caso No. 19STCV43986 (“**Demanda**”), donde el Demandante alega varias violaciones de salarios y horarios. El Acuerdo también evita los costos y riesgos de continuar la Demanda, paga dinero a personas como usted, y libera a JOHNNY ROCKETS de la supuesta responsabilidad.
- La Corte no ha hecho una decisión de la validez de los reclamos en la Demanda. JOHNNY ROCKETS niega cualquier y toda responsabilidad derivada de cualquiera de los reclamos y sostiene que en todos los momentos pertinentes cumplió completamente con todas las leyes aplicables.
- Este Acuerdo se utilizará para resolver los reclamos de todos los Miembros de la Clase del Acuerdo. La cantidad de los acuerdos individuales de los Miembros de la Clase del Acuerdo se determinará por el número de semanas que ellos trabajaron para JOHNNY ROCKETS (“**semanas de trabajo**”).
- Los abogados de los Miembros de la Clase del Acuerdo le pedirán a la Corte que adjudique hasta \$210,000.00 para ser pagados del acuerdo (35%) como honorarios de abogados por investigar los hechos, litigar el caso y negociar el acuerdo, así como los costos y gastos de litigio, que no excedan de \$25,000, incurridos durante el caso. Ellos le pedirán a la Corte que apruebe: (1) una adjudicación incentiva de \$10,000 al Demandante Edwin Enriquez (“**Demandante**” o “**Demandante Representante**”) que asistió en litigar este caso para el beneficio de todos los Miembros de la Clase del Acuerdo; (2) un pago de \$15,000 a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“**LWDA**,” por sus siglas en inglés); y (3) hasta un máximo de \$10,000 al Administrador del Acuerdo para los costos incurridos en administrar este Acuerdo.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

HACER NADA	Usted automáticamente recibirá un pago del Acuerdo y usted renunciará a cualquier derecho que pueda tener para demandar por las supuestas violaciones y los reclamos relacionados liberados por el Acuerdo. Usted obtiene un pago y libera sus reclamos. (Ver Secciones 10, 11 y 19, a continuación). Si usted no está de acuerdo con el número de semanas de trabajo presentadas a usted en este Aviso de la Clase, usted tendrá hasta el 3 de octubre del 2023, para presentar cualquier disputa con respecto a sus cálculos de las semanas de trabajo individuales. (Ver la Sección 10, a continuación).
OPTAR POR SALIR O EXCLUIRSE	Si usted no desea participar en el acuerdo usted puede optar por salir. Para optar por salir, usted debe presentar una solicitud escrita de exclusión al Administrador del Acuerdo declarando su intención de no ser parte del acuerdo y firmar y fechar la declaración. La declaración escrita debe ser matasellada en o antes del 3 de octubre del 2023. Si usted opta por salir, usted no liberará cualquiera de los reclamos en contra de JOHNNY ROCKETS y usted no recibirá ningún beneficio de este acuerdo, excepto su parte de las sanciones civiles de PAGA en la medida en que tenga derecho a ellas. (Ver las Secciones 10 y 13, a continuación).

OBJETAR	Si usted no piensa que el acuerdo es justo y no opta por salir, entonces usted puede escribir al Administrador del Acuerdo sobre por lo que no gusta del acuerdo y ellos enviarán sus preocupaciones a los abogados quienes entonces las proporcionarán a la corte. Su objeción escrita debe ser matasellada en o antes del 3 de octubre del 2023. (<i>Ver la Sección 16, a continuación</i>). Usted no puede objetar si usted ha optado por salir.
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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este paquete del Aviso de la Clase?

Los registros de JOHNNY ROCKETS indican que usted fue empleado por JOHNNY ROCKETS en California como un empleado pagado por hora y no exento por algún período de tiempo desde el 18 de noviembre del 2016 hasta el 1 de marzo del 2022 (“**Clase del Acuerdo**”) (*Ver Sección 6, a continuación*).

Se le envió este Aviso de la Clase porque usted tiene el derecho a saber sobre un acuerdo propuesto que involucra esta demanda y sobre todas sus opciones antes de que la Corte decida si aprueba finalmente el acuerdo. Si la Corte aprueba el acuerdo y después de que se hayan resuelto cualquiera de las objeciones y apelaciones, un “**Administrador del Acuerdo**” asignado por la Corte hará los pagos que el acuerdo permite. Este paquete explica la Demanda, el acuerdo, sus derechos legales, cuales beneficios están disponibles, quien es elegible a ellos, y como obtenerlos.

La Corte a cargo de este caso es la Corte Superior de California para el Condado de Los Ángeles. La persona que demandó se llama el Demandante, y la organización que el Demandante demandó se llama el Demandado.

2. ¿De qué se trata esta Demanda?

El 9 de diciembre del 2019, el Demandante Edwin Enriquez presentó una demanda colectiva en la Corte Superior del Condado de Los Ángeles (19STCV43986) en contra de JOHNNY ROCKETS, en su propio nombre y en nombre de otras personas.

El 17 de agosto del 2020, se presentó la Primera Demanda Enmendada operativa que afirma las siguientes causas de acción de la clase (1) No Pagar los Salarios; (2) No Proporcionar los Períodos de Comida; (3) No Proporcionar los Períodos de Descanso Pagados; (4) No Pagar Oportunamente los Salarios a la Terminación/Separación; (5) No Proporcionar las Declaraciones Salariales Precisas; (6) Violación de la Ley de Prácticas de Negocios Desleales - §§ 17200, y siguientes del Código de Negocios y Profesiones. La Primera Demanda Enmendada también incluye causas de acción representativas de las sanciones civiles conforme a la Ley General de Abogados Privados (“PAGA,” por sus siglas en inglés) de acuerdo con el aviso requerido comunicado por el Demandante a la LWDA y JOHNNY ROCKETS.

JOHNNY ROCKETS ha negado y se ha defendido enérgicamente en contra de las alegaciones en la Demanda, afirmando que ha pagado a sus empleados adecuadamente y no tienen ninguna responsabilidad de ninguno de los reclamos alegados bajo cualquier estatuto, orden salarial, ley común, o teoría equitativa.

3. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas que se llaman Representantes de la Clase o Demandantes Representantes demandan en nombre de personas quienes tienen reclamos similares. Todas estas personas forman una Clase y se conocen como los Miembros de la Clase, excepto aquellos que deciden excluirse de la Clase. Una corte resuelve los asuntos para todos los Miembros de la Clase.

4. ¿Por qué hay un acuerdo?

Desde que se presentó esta Demanda, se ha llevado a cabo una investigación en curso y se ha intercambiado información. Las partes han participado en una mediación con un mediador neutral muy respetado. Las partes llegaron a este Acuerdo para evitar el costo y el riesgo de un litigio continuo.

La Corte Superior de California, Condado de Los Ángeles, no ha decidido sobre los fundamentos de los reclamos del Demandante o las defensas de JOHNNY ROCKETS. Sin embargo, la Corte ha aprobado preliminarmente el Acuerdo propuesto. La Corte decidirá si concede la aprobación final al Acuerdo en la audiencia de Aprobación Final programada para el 3 de noviembre del 2023 a las 9:00 a.m. La Corte está ubicada en 312 North Spring Street, Los Ángeles, CA, 90012, en el Departamento SS-17, Preside el Juez Maren E. Nelson.

El acuerdo no significa que alguna ley fue violada. El Acuerdo propuesto es un compromiso de los reclamos disputados y no significa que JOHNNY ROCKETS violó cualquier requisito legal de salarios o es responsable de cualquiera de los cargos hechos por el Demandante. JOHNNY ROCKETS niega todos los reclamos legales en el caso, y también afirma que una demanda colectiva no es adecuada para cualquier propósito que no sea el de este acuerdo. El Demandante y los Abogados de la Clase creen que este acuerdo es justo y razonable y es en el mejor interés de todos los Miembros de la Clase del Acuerdo.

5. ¿Qué es un acuerdo de la demanda colectiva?

La Corte debe aprobar los términos del acuerdo descritos a continuación como justos y razonables a la clase. Cuando ya sea aprobado, el acuerdo afectará a todos los Miembros de la Clase del Acuerdo excepto a aquellos que hayan optado por salir (es decir, que se excluyeron a sí mismos). Este Aviso de la Clase explica sus derechos legales, los términos del acuerdo, lo que debe hacer para participar, y la cantidad de dinero que puede recibir. Por favor lea este Aviso de la Clase completo cuidadosamente.

¿QUIÉN ESTÁ EN EL ACUERDO?

Para ver si usted recibirá dinero de este acuerdo, usted primero tiene que decidir si usted es un Miembro de la Clase del Acuerdo.

6. ¿Cómo sé si soy un Miembro de la Clase del Acuerdo?

Las partes han acordado, sujeto a la aprobación de la Corte, que la Clase del Acuerdo es formada del siguiente grupo:

La **Clase del Acuerdo** se define como:

Todos los empleados no exentos que fueron empleados por el Demandado JOHNNY ROCKETS en California durante el período del 18 de noviembre del 2016 hasta el 1 de marzo del 2022 (“**Período de la Clase**”).

Si usted recibió este Aviso de la Clase, usted se considera ser un Miembro de la Clase del Acuerdo.

7. ¿Hay excepciones a la inclusión?

Usted puede elegir ser excluido de este acuerdo al optar por salir de este acuerdo y usted no será un Miembro de la Clase del Acuerdo.

8. Todavía no estoy seguro si soy un Miembro de la Clase. ¿Qué debería hacer?

Usted está recibiendo este Aviso de la Clase porque los registros de JOHNNY ROCKETS indican que usted es un Miembro de la Clase del Acuerdo. Si usted cree que usted ha recibido este Aviso de la Clase por error, por favor notifique al Administrador del Acuerdo inmediatamente.

Si este Aviso de la Clase fue enviado a una dirección diferente de donde usted vive ahora, usted necesita contactar al Administrador del Acuerdo y proporcionar información actualizada para que cualquier correspondencia futura o el pago del acuerdo le llegue.

Para recibir un pago bajo este Acuerdo, usted no tiene que tomar ninguna acción.

LOS BENEFICIOS DEL ACUERDO—LO QUE USTED RECIBE

9. ¿Qué proporciona el Acuerdo?

La Resolución del Acuerdo dispone que JOHNNY ROCKETS pagará Seiscientos Mil Dólares (\$600,000.00) (la “**Cantidad del Acuerdo**”) para completamente resolver los reclamos siendo resueltos y liberados en la Demanda. Después del pago de las sumas adjudicadas por la Corte (1) al Administrador del Acuerdo para sus costos, de hasta un máximo de Diez Mil Dólares (\$10,000.00); (2) a los Abogados de la Clase del Acuerdo para sus honorarios legales en la Demanda, incluyendo cualquier trabajo que ellos harán en el futuro, de hasta un máximo de Doscientos Diez Mil Dólares (\$210,000), que es el treinta y cinco por ciento (35%) de la Cantidad del Acuerdo; (3) a los Abogados de la Clase del Acuerdo para sus costos y gastos de litigio, de hasta un máximo de Veinticinco Mil Dólares (\$25,000); (4) al Demandante Representante Edwin Enriquez como una adjudicación de servicio por los servicios que ellos proporcionaron en nombre de la Clase del Acuerdo, el riesgo del pago de los costos en caso de que se hubiese producido un resultado desfavorable en la Demanda y estigma, hasta un máximo de Diez Mil Dólares (\$10,000); (5) a la Agencia del Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés), la suma de Quince Mil Dólares (\$15,000) como su parte de las compensaciones de PAGA; la suma restante, estimada no ser menos de Trescientos Veintisiete

Mil Dólares (\$327,000) (la “**Cantidad Neta del Acuerdo**”) será distribuida en su totalidad a los Miembros de la Clase del Acuerdo que califican para recibir un pago.

Si la corte aprueba el acuerdo, JOHNNY ROCKETS financiará el acuerdo haciendo un depósito de la Cantidad del Acuerdo, más la parte proporcional del empleador de los impuestos. Como tal, se espera que cualquier cantidad que se le pague conforme a este acuerdo se pague después. (Ver Sección 11 a continuación).

Los términos actuales y completos del Acuerdo se establecen en la Resolución del Acuerdo Estipulada (“Resolución del Acuerdo”) presentada ante la Corte. Usted puede obtener una copia completa de la Resolución del Acuerdo al llamar los Abogados de la Clase del Acuerdo, cuya información de contacto se proporciona en la Sección 20, a continuación.

10. ¿De cuánto será mi pago? ¿Cómo recibo un pago?

Como un Miembro de la Clase del Acuerdo usted automáticamente recibirá un pago si usted no se excluye.

Según los registros de JOHNNY ROCKETS, su número total de Semanas de Trabajo durante su período de tiempo aplicable es: «**Workweeks**».

Su pago del acuerdo estimado basado en el número de Semanas de Trabajo que se indican anteriormente es de: \$«**EstSettAmt**», menos los impuestos.

Su pago estimado del acuerdo se calcula de acuerdo con el método que se indica a continuación:

La parte estimada de un Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará según el número de Semanas de Trabajo Trabajadas de cada Miembro de la Clase del Acuerdo durante el Período de la Clase aplicable. La parte de cada Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará dividiendo la Cantidad Neta del Acuerdo (menos \$5,000 por las sanciones civiles de PAGA que se pagarán a los empleados que fueron contratados en cualquier momento desde el 9 de diciembre del 2018 hasta el 1 de marzo del 2022 “Período de PAGA”, ver al final de esta sección) por el número total de Semanas de Trabajo Trabajadas por todos los Miembros de la Clase del Acuerdo durante el Período de la Clase aplicable, para determinar la Cantidad del Acuerdo Por Semana. La Cantidad Individual del Acuerdo de cada Miembro de la Clase del Acuerdo después es determinada al multiplicar la Cantidad del Acuerdo Por Semana por el número de Semanas de Trabajo Trabajadas por ese Miembro de la Clase del Acuerdo. En caso de que algún Miembro de la Clase del Acuerdo opte por salir del Acuerdo, cualquier porción de la Cantidad Neta del Acuerdo que no es reclamada se pagará a los Miembros Participantes de la Clase del Acuerdo sobre la base proporcional determinada por el número de Semanas de Trabajo Trabajadas por cada Miembro Participante de la Clase del Acuerdo. La cantidad realmente pagada a cada Miembro Participante de la Clase del Acuerdo se conocerá como el Pago Individual del Acuerdo.

Impuestos de su Pago Individual del Acuerdo serán como sigue:

Veinte Por Ciento (20%) del Pago Individual del Acuerdo de cada Miembro Participante de la Clase del Acuerdo se asignará a los salarios. Las deducciones de nómina normales se tomarán de la porción salarial. El Administrador del Acuerdo emitirá un cheque y una Forma W-2 a cada Miembro Participante de la Clase del Acuerdo para el Componente Salarial.

Ochenta Por Ciento (80%) del Pago Individual del Acuerdo de cada Miembro Participante de la Clase del Acuerdo se asignará a las sanciones y al interés. No se retendrá ninguna parte de los intereses ni de las sanciones. El Administrador del Acuerdo emitirá un segundo cheque y la Forma 1099 del IRS para el componente de intereses y sanciones. Cualquier impuesto adeudado sobre la parte del Pago Individual del Acuerdo que se informe en una Forma 1099 será la responsabilidad del Miembro Participante de la Clase del Acuerdo individual.

El Administrador del Acuerdo será responsable de emitir los pagos y de calcular y retener todos los impuestos requeridos estatales y federales.

JOHNNY ROCKETS será responsable de pagar todas las obligaciones de impuestos del empleador por separado y aparte de la Cantidad del Acuerdo.

¿Qué sucede si creo que mis Semanas de Trabajo están Equivocadas? Si usted desea disputar el número de Semanas de Trabajo que se muestran arriba, usted debe proporcionar una declaración escrita declarando lo que usted cree que sea el número correcto de Semanas de Trabajo que usted trabajó durante el Período de la Clase. Usted también debe incluir información y/o los documentos que apoyan su reclamo que usted trabajó un número diferente de Semanas de Trabajo. Los registros de JOHNNY ROCKETS regirán a menos de que usted presente la documentación que establezca lo contrario. Si hay una disputa sobre cual información es correcta, el Administrador del Acuerdo resolverá la disputa con la asistencia de los Abogados de la Clase y los Abogados de la Defensa. Si la disputa sigue sin resolverse, se presentará a la Corte para su resolución final.

Su parte de las sanciones civiles de PAGA: Por favor, tenga en cuenta que si usted estuvo empleado en cualquier momento desde el 9 de diciembre del 2018 hasta el 1 de marzo del 2022 (“Período de PAGA”), usted tendrá derecho adicionalmente a una parte proporcional de los \$5,000 asignados a las sanciones civiles de PAGA que se pagarán a los empleados. Su parte se reflejará por el número proporcional de períodos de pago trabajados por usted durante el Período de PAGA en relación con el número total de períodos de pago trabajados por los Miembros de la Clase del Acuerdo durante el Período de PAGA. Los Miembros de la Clase del Acuerdo que tengan derecho a una parte de PAGA y que se excluyan del Acuerdo aún recibirán su parte de PAGA según este párrafo. Se le emitirá una Forma 1099 para este pago.

Su parte estimada de PAGA basada en los «**PAGAPeriods**» períodos de pago que usted estuvo empleado durante el Período de PAGA que se indica anteriormente es: \$«**EstPAGAAmt**». **Usted recibirá un pago por esta suma, incluso si se excluye así mismo de este Acuerdo.**

11. ¿Cuándo recibiría mi pago?

La Corte llevará a cabo una audiencia el 3 de noviembre del 2023, para decidir si aprueba el acuerdo. Si la Corte aprueba el acuerdo, después puede haber apelaciones si alguien se opone. Siempre es incierto cuándo pueden resolverse estas objeciones y apelaciones, y resolverlas puede tardar tiempo. Para revisar el progreso del acuerdo, llame al Administrador del Acuerdo al 1-888-268-6078 o a los Abogados de la Clase. *Por favor, tenga paciencia.*

Si la Corte aprueba el acuerdo y si usted no opta por no participar, se espera que su pago individual establecido en la Sección 10 anterior se distribuya a partir de entonces. Si no hay apelaciones o retrasos, la fecha prevista para la distribución es el 27 de diciembre del 2023.

Cheques No Cobrados: Todos los cheques de los Pagos Individuales del Acuerdo seguirán siendo válidos y negociables durante 180 días a partir de la fecha de su emisión. Los fondos asociados con cualquier cheque no cobrado durante el período de 180 días serán nulos, y la liberación del Miembro Participante de la Clase del Acuerdo establecida en este documento seguirá siendo válida. Después del período de 180 días después de la distribución, todos los fondos se transferirán al Fondo de Propiedad No Reclamada del Estado de California a nombre del Miembro de la Clase.

Por favor, tenga en cuenta que la fecha de distribución anterior es sólo una estimación basada en la información que disponen las Partes en este momento y es posible que la distribución real se produzca mucho después de la fecha mencionada anteriormente. Se espera que sus pagos se envíen por correo a la dirección en la que recibió este Aviso de la Clase. **Si su dirección postal cambia por cualquier motivo, debe notificar de inmediato al Administrador del Acuerdo para asegurarse de que su pago se envíe a la dirección correcta.**

12. ¿Qué estoy liberando?

Liberación En Cuanto a Todos los Miembros Participantes de la Clase: A partir de la Fecha Efectiva y de la financiación total de la Cantidad del Acuerdo por parte del Demandado, se considerará que todos los Miembros de la Clase del Acuerdo que no opten oportunamente por no participar en el Acuerdo (“**Miembros Participantes de la Clase**”), incluyendo sus herederos, cesionarios, patrimonios y representantes, liberan y exoneran completamente y para siempre, de manera irrevocable e incondicional, a las Partes Liberadas de los Reclamos Liberados. La Resolución del Acuerdo constituirá un acuerdo, compromiso, liberación y exoneración total de los Reclamos Liberados y de cada uno de ellos, así como de los Reclamos Liberados por parte del Representante de la Clase, y las Partes Liberadas no tendrán ninguna otra responsabilidad u obligación ante ningún Miembro de la Clase y/o el Representante de la Clase con respecto a los Reclamos Liberados y a los Reclamos Liberados del Representante de la Clase, excepto como se establece expresamente en el presente documento.

Liberación Para Todos los Empleados Agraviados: A partir de la Fecha Efectiva y de la financiación completa de la Cantidad del Acuerdo por el Demandado, se considerará que el Demandante y el Estado de California liberan y exoneran completamente y para siempre, de forma irrevocable e incondicional, a las Partes Liberadas de los Reclamos Liberados de PAGA.

“**Reclamos Liberados**” significa: todos los reclamos de la clase alegados en la demanda operativa que ocurrieron durante el Período de la Clase, y excluyendo expresamente todos los demás reclamos, incluyendo reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, incapacidad, seguridad social, indemnización laboral y reclamos de la clase fuera del Período de la Clase. Esta liberación incluye reclamos por no pagar todos los salarios, no pagar salarios de las horas extras, no proporcionar los períodos de comida, no proporcionar los períodos de descanso, no proporcionar las declaraciones salariales detalladas, no pagar todos los salarios y a la terminación y las prácticas comerciales desleales conforme al Código de Negocios y Profesiones de California asociadas con lo anterior.

“**Reclamos Liberados de PAGA**” significa: todos los reclamos de PAGA alegados en la demanda operativa y en el aviso de

PAGA del Demandante a la LWDA que ocurrieron durante el Período de PAGA, y excluyendo expresamente todos los demás reclamos, incluyendo los reclamos por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, indemnización laboral y reclamos de PAGA fuera del Período de PAGA. Esta liberación incluye reclamos de PAGA por no pagar todos los salarios, no pagar los salarios de las horas extras, no proporcionar los períodos de comida, no proporcionar los períodos de descanso, no proporcionar las declaraciones salariales detalladas, no pagar todos los salarios y a la terminación y las prácticas comerciales desleales conforme al Código de Negocios y Profesiones de California asociado con lo anterior.

“**Partes Liberadas**” significa: el Demandado, incluyendo cada uno de sus respectivos pasados, presentes y/o futuros, directos y/o indirectos, funcionarios, directores, miembros, gerentes, empleados exentos, agentes, representantes, abogados, aseguradores, socios, inversionistas, accionistas, administradores, compañías matrices, subsidiarias, entidades relacionadas, afiliados, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas del Demandado.

CÓMO OPTO POR SALIR

13. ¿Cómo puedo optar por salir de este acuerdo?

Si usted no desea seguir siendo un miembro de la Clase del Acuerdo, usted puede optar por salir del Acuerdo de demanda colectiva al enviar por correo una solicitud de exclusión escrita al Administrador del Acuerdo, CPT Group, Inc., matasellada a no más tardar el 3 de octubre del 2023. La solicitud de exclusión debe ser presentada por escrito en cualquier forma que usted elija, pero debe estar firmada por usted y debe incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social, y una declaración que usted desea ser excluido del Acuerdo. Si usted opta por salir oportunamente del Acuerdo, usted ya no será un miembro de la Clase del Acuerdo y usted estará prohibido de participar en este Acuerdo. Usted no recibirá algún pago del acuerdo si usted opta por salir de este Acuerdo, excepto por su parte de las sanciones civiles de PAGA descritas en la Sección 10, anteriormente, en la medida que usted tenga derecho a las sanciones. Al optar por salir oportunamente del Acuerdo, usted retendrá los derechos o reclamos que pueda tener, si hay alguno, en contra de JOHNNY ROCKETS, y usted será libre de contratar a su propio abogado para perseguir esos reclamos sobre la base individual, o usted puede representarse a sí mismo, si usted elige hacerlo.

Si usted no opta por salir, usted estará obligado por todos los términos de la Resolución del Acuerdo, incluyendo la liberación de reclamos establecidos anteriormente, lo que significa que usted no puede demandar por separado a JOHNNY ROCKETS, a sus empleados, o cualquiera de las otras personas o entidades relacionadas por los asuntos siendo resueltos en este caso. Usted también estará liberando su capacidad de presentar o enjuiciar cualquier reclamo, demanda, pleito o procedimiento administrativo (incluyendo, presentando los reclamos con la División de Cumplimiento de las Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

LOS ABOGADOS QUE LO REPRESENTAN

14. ¿Tengo un abogado en este caso?

La Corte ha asignado a Zorik Mooradian y Haik Hacopian de Mooradian Law, APC, para representarlo a usted y a los demás Miembros de la Clase en esta demanda. Estos abogados se llaman los Abogados de la Clase. Ellos serán compensados de la Cantidad del Acuerdo como se discute en este Aviso de la Clase. Si usted desea ser representado por su propio abogado, usted puede contratar uno por su propia cuenta.

15. ¿Cómo serán pagados los abogados?

Los Abogados de la Clase le pedirán a la Corte que apruebe el pago de hasta \$210,000 a ellos para los honorarios de los abogados, o el treinta y cinco por ciento (35%) de la Cantidad del Acuerdo. Los honorarios pagarán a los Abogados de la Clase por investigar los hechos, litigar el caso y negociar y finalizar el acuerdo. Los Abogados de la Clase también le pedirán a la Corte que adjudique los costos y gastos del litigio, que no excedan de \$25,000. JOHNNY ROCKETS ha acordado no oponerse a la solicitud de los Abogados de la Clase para estos honorarios y costos. La Corte puede elegir adjudicar menos de la cantidad solicitada por los Abogados de la Clase.

OBJETANDO AL ACUERDO

Usted puede decirle a la Corte que usted no está de acuerdo con el acuerdo o alguna parte de él.

16. ¿Cómo le digo a la Corte que no me gusta el acuerdo?

Usted puede comparecer en la Audiencia de Aprobación Final para presentar cualquier objeción que pueda tener al acuerdo, sin importar si presenta una objeción por escrito por adelantado. Usted puede objetar al Acuerdo personalmente o a través de un abogado. En la medida que usted desee presentar una objeción por escrito, se le recomienda encarecidamente que lo haga al enviar por correo un aviso escrito oportuna de que usted está objetando al Administrador del Acuerdo (CPT Group) con el sello postal a no más tardar el 3 de octubre del 2023. Si usted presenta una objeción por escrito dentro la fecha límite y en cumplimiento de este párrafo, no está obligado a comparecer en persona en la Audiencia de Aprobación Final para que su objeción sea considerada por la Corte. Para que su objeción (escrita o de otra manera) sea considerada, usted no debe haber optado por salir. La Audiencia de Aprobación Final está actualmente programada para el 3 de noviembre del 2023 a las 9:00 a.m. Si no ha optado por salir, usted puede comparecer, personalmente o través de un abogado, en la Audiencia de Aprobación Final para presentar su objeción directamente con la Corte. Si usted desea presentar algún escrito, documento o memoranda legal en apoyo de su objeción, usted puede proporcionarlos al Administrador del Acuerdo con su aviso escrito de que usted está objetando o usted puede presentarlos directamente a la Corte a no más tardar quince (15) días antes de la Audiencia de Aprobación Final.

Todas las objeciones deben estar firmadas y deben contener la siguiente información:

- Su nombre;
- Su dirección;
- Su número de teléfono;
- El nombre del caso (*Demanda Colectiva* de JOHNNY ROCKETS); y
- Una descripción de sus objeciones.

Si usted objeta al Acuerdo y si la Corte aprueba el Acuerdo, usted estará obligado por los términos de la Resolución del Acuerdo de la misma manera como un miembro de la Clase del Acuerdo que no objeta. Usted también recibirá un pago del acuerdo.

LA AUDIENCIA DE EQUIDAD DE LA CORTE

La Corte llevará a cabo una audiencia para decidir si aprueba el acuerdo. Usted puede asistir y puede pedir hablar, pero no tiene que hacerlo. Si usted ha presentado una objeción por escrito dentro del plazo y en cumplimiento de este párrafo, no está obligado a comparecer en persona en la Audiencia de Aprobación Final para que su objeción sea considerada por la Corte.

17. ¿Cuándo y dónde decidirá la Corte si aprueba el acuerdo?

La Corte llevará a cabo una Audiencia de Equidad a las 9:00 a.m. el 3 de noviembre del 2023, en la Corte Superior del Condado de Los Ángeles, Depto. SS-17, Preside el Juez Marin E Nelson, 312 North Spring Street, Los Ángeles, CA 90012. En esta audiencia, la Corte considerará si el acuerdo es justo, razonable, y adecuado. Si hay objeciones, la Corte las considerará. El Juez escuchará a las personas que comparecieron para hablar en la audiencia. En o después de la audiencia, la Corte decidirá si aprueba el acuerdo. No sabemos cuánto tardará esta decisión.

La fecha de la Audiencia de Equidad puede cambiar sin un aviso formal a usted y cualquier cambio será publicado en el sitio web general del Administrador del Acuerdo en (www.cptgroupcaseinfo.com/JohnnyRocketsSettlement), el que debe revisar periódicamente.

18. ¿Tengo que venir a la audiencia?

No. Los Abogados de la Clase representarán a los Miembros Participantes de la Clase en la audiencia. Pero, usted es bienvenido a venir por su propia cuenta. Si usted envía una objeción, usted no necesita venir a la Corte para hablar sobre ella. Siempre y cuando envíe por correo su objeción por escrito a tiempo, la Corte la considerará. También puede pagar a su propio abogado para asistir, pero no es necesario.

Si decide comparecer en la Audiencia de Equidad, usted puede hacerlo de manera remota. Para hacerlo, debe programar una comparecencia en (<https://my.lacourt.org/laccwelcome>) a través de la sección “Civil” no antes de treinta (30) días antes de la audiencia. Se le pedirá que establezca un inicio de sesión, que elija si va a realizar una comparecencia por audio o por vídeo y que pase las validaciones técnicas de su hardware. Usted debe introducir el número de caso (19STCV43986) cuando se le solicite y seleccionar la fecha de la audiencia para la Audiencia de Equidad Final.

SI NO HACE NADA

19. ¿Qué sucede si no hago nada en absoluto?

Si usted no hace nada, usted recibirá su pago del acuerdo. Usted seguirá siendo un miembro de la Clase del Acuerdo y estará obligado por todos los términos de la Resolución del Acuerdo, incluyendo la liberación de los reclamos establecidos en la Sección 12 anteriormente, lo que significa que usted no puede demandar por separado a JOHNNY ROCKETS, a sus empleados, y cualquier otra persona y entidad relacionada de los asuntos siendo resueltos bajo este Acuerdo. Usted también estará liberando su capacidad de presentar o enjuiciar cualquier reclamo, demanda, o procedimiento administrativo (incluyendo, presentando los reclamos con la División de Cumplimiento de las Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

OBTENER MÁS INFORMACIÓN

20. ¿Hay más detalles sobre el acuerdo?

Este Aviso de la Clase resume el acuerdo propuesto. Usted puede llamar o contactar a los Abogados de la Clase o al Administrador del Acuerdo si le gustaría más información sobre el caso. Si le gustaría una copia completa de la Resolución del Acuerdo, por favor contacte a los Abogados de la Clase del Acuerdo. Usted también puede ir al sitio web de la Corte (<http://www.lacourt.org/casesummary/ui/>) e ingresar el número de caso (19STCV43986) para acceder electrónicamente todos los documentos presentados de manera pública en la Demanda. Por favor tenga en cuenta que la Corte puede cobrar tasas por acceder cualquiera de los documentos. Usted también puede acceder documentos del caso importantes, incluyendo la Sentencia Final si la Corte concede la aprobación final, en el sitio web del Administrador del Acuerdo en (www.cptgroupcaseinfo.com/JohnnyRocketsSettlement).

EL ADMINISTRADOR DEL ACUERDO PARA EL ACUERDO ES:	ABOGADOS DE LA CLASE DEL ACUERDO	ABOGADOS DE THE JOHNNY ROCKET'S GROUP (“ABOGADOS DE LA DEFENSA”)
<i>Enriquez v. The Johnny Rockets Group, Inc.</i> Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Teléfono: 1-888-268-6078 Fax: (949) 419-3446 www.cptgroupcaseinfo.com/JohnnyRocketsSettlement	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Teléfono: (818) 487-1998 Facsimil: (888) 783-1030	Lonnie D. Giamela lgiamela@fisherphillips.com LaLonnie V. Gray lgray@fisherphillips.com FISHER & PHILLIPS LLP 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Teléfono: (213) 330-4500 Facsimil: (213) 330-4501

POR FAVOR NO CONTACTE AL SECRETARIO DE LA CORTE, AL JUEZ, O A LOS DEMANDADOS CON PREGUNTAS.

Las declaraciones en este documento no son determinaciones por una corte de justicia. Estas declaraciones no son una expresión de ninguna opinión o aprobación de un juez. Este aviso se basa solamente en las declaraciones de las Partes a esta Demanda. Usted recibió este aviso para ayudarle a decidir qué pasos tomar, si hay algunos, sobre esta Demanda.

**Declaration of
EDWIN ENRIQUEZ**

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1 answering calls I received from other employees about the lawsuit. I have also spent time
2 reviewing the settlement agreement as well as this declaration.

3 7. In total, I estimate that I have spent approximately 23 hours to date participating
4 in this case.

5 8. I understand that the parties have agreed to a \$10,000 service award to me for
6 coming forward and participating in this case and for providing a release of claims to Johnny
7 Rockets which includes more claims than what the other class members are releasing. I also
8 understand that any amounts payable to me must be approved by the Court.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed this 14 day of September 2022, at Los angeles California.

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14 Edwin Enriquez
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[PROPOSED] ORDER

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

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Telephone: (818) 487-1998

Facsimile: (888) 783-1030

Attorneys for Plaintiff Edwin Enriquez, individually and on behalf of others similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDWIN ENRIQUEZ, individually and on behalf of others similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

THE JOHNNY ROCKETS GROUP, an active Delaware Corporation; and DOES 1 through 10,

Defendants.

Case No.: 19STCV43986

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Maren E. Nelson in Dept. SS-17]

[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT

[FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION; DECLARATION OF HAIK HACOPIAN; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF KAYLIE O’CONNOR; DECLARATION OF EDWIN ENRIQUEZ]

Date: November 13, 2023

Time: 9:00 a.m.

Dept.: SS-17

1 On November 13, 2023, the Court considered the motion of Plaintiff Edwin Enriquez
2 ("Plaintiff") for Final Approval of Class Action Settlement and Payment of: (1) Class
3 Representative's Enhancement Award, (2) Class Counsel Attorneys' Fees and Costs, (3)
4 Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion,
5 and all legal authorities and documents concurrently and previously submitted in support
6 thereof, including the Amended Stipulated Settlement Agreement ("Settlement Agreement"
7 or "S.A"), and good cause appearing, IT IS HEREBY ORDERED and ADJUDGED that the
8 motion is GRANTED, subject to the following findings and orders:

9
10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All non-exempt employees who previously were employed by Defendant The Johnny Rockets
14 Group, Inc. in California during the period of November 18, 2016 to March 1, 2022 ("Class
15 Period").

16 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
17 Class as set forth in the Settlement Agreement has been completed in conformity with
18 preliminary approval granted on July 7, 2023. The Notice Documents provided adequate
19 notice of the proceedings and about the case, including the proposed settlement terms and
20 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
21 Documents fully satisfied due process requirements. The Notice Documents were sent via
22 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
23 could be identified through reasonable effort. As executed, the Notice Documents
24 constituted the best notice practicable under the circumstances;

25 4. No Settlement Class Member has requested to be excluded from the
26 Settlement;

5. The Court hereby approves the terms set forth in the Settlement Agreement
and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable

1 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
2 Court finds that the Settlement Agreement has been reached as a result of informed and non-
3 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
4 extensive investigation and research, and their attorneys were able to reasonably evaluate
5 their respective positions. The Court also finds that settlement now will avoid additional and
6 potentially substantial litigation costs, as well as delay and risks if the Parties were to
7 continue to litigate the case. The Court has reviewed the monetary recovery being provided
8 as part of the settlement and recognizes the significant value accorded to the Settlement
9 Class;

10 6. The class release, as set forth in the Settlement Agreement and Notice
11 Documents, is as follows:

12 Upon the Effective Date and funding in full of the Settlement Amount by Defendant,
13 all Settlement Class Members who do not timely opt out of the Settlement ("Participating
14 Class Members"), including their heirs, assigns, estates and representatives, shall be deemed
15 to fully forever, irrevocably and unconditionally release and discharge the Released Parties
16 from the Released Claims. The Settlement Agreement shall be in full settlement,
17 compromise, release and discharge of the Released Claims and each of them, and the
18 Released Claims by the Class Representative, and the Released Parties shall have no further
19 or other liability or obligation to any Class Member and/or the Class Representative with
20 respect to the Released Claims and Class Representative's Released Claims, except as
21 expressly provided herein.

22 "Released Claims" means: all class claims alleged in the operative complaint which
23 occurred during the Class Period, and expressly excluding all other claims, including claims
24 for vested benefits, wrongful termination, unemployment insurance, disability, social
25 security, workers' compensation, and class claims outside of the Class Period. This release
26 includes claims for failure to pay all wages, failure to pay overtime wages, failure to provide
meal periods, failure to provide rest periods, failure to provide itemized wage statements,

1 failure to pay all wages and termination and unfair business practices under the California
2 Business and Professions Code associated with same.

3 “Released Parties” means: Defendant, including each of Defendant’s respective past,
4 present, and/or future, direct and/or indirect, officers, directors, members, managers, non-
5 exempt employees, agents, representatives, attorneys, insurers, partners, investors,
6 shareholders, administrators, parent companies, subsidiaries, related entities, affiliates,
7 divisions, predecessors, successors, assigns, and joint venturers.

8 7. Defendant shall pay the Settlement Class pursuant to the procedure described
9 in the Settlement Agreement and the Notice Documents;

10 8. The Court hereby confirms the appointment of Plaintiff Edwin Enriquez as
11 Class Representative for settlement purposes and awards a \$10,000 payment to Plaintiff for
12 his services to the Settlement Class. The Court finds that this amount is fair and reasonable
13 in light of Plaintiff’s contributions to this litigation and the risks he undertook in being the
14 named plaintiff. The enhancement award awarded under this paragraph shall be paid in
15 accordance with the terms of the Settlement Agreement;

16 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
17 Hacopian of the Mooradian Law, APC as Class Counsel;

18 10. The Court hereby awards attorneys’ fees in the amount of \$210,000 and finds
19 that the attorneys’ fees requested are reasonable in light of the relevant factors under
20 California law. The attorneys’ fees awarded under this paragraph shall be paid in accordance
21 with the terms of the Settlement Agreement;

22 11. The Court also awards costs in the amount of \$19,798.59 and finds that the
23 costs requested are reasonable in light of the relevant factors under California law. The costs
24 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
25 Agreement;

26 12. The Court approves the payment of \$10,000 to CPT Group for the fees and
costs of administering the settlement. The payment authorized by this paragraph shall be
made in accordance with the terms of the Settlement Agreement;

1 13. The Court approves the payment of \$15,000 to the California Labor and
2 Workforce Development Agency (“LWDA”) for release of the PAGA claims. The payment
3 authorized by this paragraph shall be made in accordance with the terms of the Settlement
4 Agreement;

5 14. The Court shall have and retain continuing jurisdiction over this action and
6 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
7 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
8 Agreement and this Order and Judgment; and

9 15. A Non-Appearence Review Hearing re Final Distribution is scheduled for
10 _____ at _____ and a distribution report is to be filed not later than five
11 (5) court days in advance.

12 Dated:_____

By:_____

Honorable Maren E. Nelson
Judge of the Superior Court

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On October 19, 2023, I served on the parties of record in this action the foregoing document(s) described as:

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT; DECLARATION OF HAIK HACOPIAN; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF KAYLIE O'CONNOR; DECLARATION OF EDWIN ENRIQUEZ; AND [PROPOSED] ORDER

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Lonnie D. Giamela, Esq.
lgiamela@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

Attorneys for Defendant The Johnny
Rockets Group, Inc.

Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

(Filed online at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct.

Executed on October 19, 2023 at Calabasas, California.

/s/Haik Hacopian

Haik Hacopian