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Attorneys for Plaintiffs KYLE COOKSON and EDGAR VILLALOBOS,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CINDY GALLOWAY, as an individual and
on all others similarly situated and
aggrieved,

Plaintiff,

vs.

P.F. CHANG'S III, LLC, an Arizona limited
liability company; P.F. CHANG'S CHINA
BISTRO, INC., a Delaware Corporation;
PEI WEI ASIAN DINER, LLC, a Delaware
limited liability company; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 20STCV36407

Assigned for All Purposes to:
Hon. Maureen Duffy-Lewis
Dept. 38

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT, AND JUDGMENT THEREON

Date: December 5, 2025
Time: 9:30 a.m.
Dept.: 38

FILED
Superior Court of California
County of Los Angeles
11/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Bojorquez Deputy

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action and PAGA Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Joint Stipulation of Class Action and PAGA Settlement ("Settlement
7 Agreement"), attached as Exhibit 1 to the Sepideh Ardestani in support of Plaintiffs' Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about March 28, 2025, is the product
9 of arms-length negotiations between the parties and the terms of the Settlement Agreement are
10 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
11 Agreement therefore is finally approved, and its terms incorporated herein. All terms used herein
12 shall have the same meaning as defined in the Settlement Agreement, unless otherwise defined
13 herein. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of
14 the Class. The Court orders the parties to the Settlement Agreement to perform forthwith their
15 respective duties and obligations thereunder.

16 3. The Settlement Class, which was provisionally certified by the Court in its August
17 6, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
18 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
19 non-exempt employees of Defendants P.F. Chang's China Bistro, Inc. and P.F. Chang's III, LLC
20 ("PFC" or "Defendants") who worked in California during the time period from November 10,
21 2018, through and including July 15, 2024.

22 4. The Court adjudges all Plaintiffs and all Settlement Class Members who did not opt
23 out to release the Released Parties (as defined in the Settlement Agreement) from all causes of
24 action and factual or legal theories that are alleged in Amended Complaint, or reasonably could
25 have been alleged based on the facts and legal theories contained in the Amended Complaint ,
26 including all of the following claims for relief: (a) failure to pay all wages owed, including
27 minimum and overtime wages; (b) failure to provide proper meal periods, and to properly provide
28 premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide

1 premium pay in lieu thereof; (d) failure to pay sick pay; (e) failure to pay reporting time pay; (f)
2 failure to provide complete, accurate, and/or properly formatted wage statements; (g) waiting time
3 penalties; (h) failure to timely pay all wages during employment; (i) failure to maintain all
4 required payroll and personnel records; (j) failure to reimburse all reasonable and necessary
5 business expenses related to personal cell phone use and purchase of equipment, uniforms, and/or
6 footwear; (j) failure to provide personnel file upon demand; (k) unfair business practices that could
7 have been premised on the claims, causes of action, or legal theories of relief described above or
8 on any of the claims, causes of action, or legal theories of relief pleaded in the operative
9 complaints in the Related Actions or Vega Action; (l) any other claims or penalties under the wage
10 and hour laws pleaded in the operative complaints in the Related Actions or Vega Action and (m)
11 all damages, penalties, interest, and other amounts recoverable under said claims, causes of action,
12 or legal theories of relief in the Related Actions or Vega Action (collectively, the “Released Class
13 Claims”). The period of the Released Class Claims shall extend to the limits of the Class Period.
14 The res judicata effect of the Judgment will be the same as that of the Release. Defendants shall be
15 entitled to a release of the Released Class Claims which occurred during the Class Period only
16 during such time that the Settlement Class Member was classified as nonexempt employee, and
17 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
18 unemployment insurance, disability, social security, workers’ compensation, claims while
19 classified as exempt, and claims outside of the Class Period.

20 5. The Court further adjudges Plaintiffs, the State of California, and PAGA Aggrieved
21 Employees to have fully released and discharged the Released Parties from all claims for civil
22 penalties under the Private Attorneys General Act of 2004 (“PAGA”) against the Released Parties
23 with respect to the underlying claims pled in the Amended Complaint or Plaintiffs’ letters to the
24 LWDA, or which could have been pled in the Amended Complaint based on the factual
25 allegations therein, that arose during the time period July 25, 2019 through and including July 15,
26 2024 (the “PAGA Period”) including: all causes of action and factual or legal theories for civil
27 penalties under the PAGA against any of the Released Parties that are alleged in the Amended
28 Complaint, and in Plaintiffs’ PAGA Notices to the Labor and Workforce Development Agency

1 (“LWDA”), or (ii) that could have been alleged based on the facts and legal theories contained in
2 the Amended Complaint, and in Plaintiffs’ PAGA Notices to the LWDA (collectively, the
3 “Released PAGA Claims”). The period of the Released PAGA Claims shall extend to the limits of
4 the PAGA Period. The res judicata effect of the Judgment will be the same as that of the release of
5 Released PAGA Claims. Defendants shall be entitled to a release of Released PAGA Claims
6 which occurred during the PAGA Period only during such time that the PAGA Aggrieved
7 Employee was classified as non-exempt, and expressly excluding all other claims, including
8 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
9 security, workers’ compensation, claims while classified as exempt, and claims outside of the
10 PAGA Period. The period of this release shall extend to the limits of the PAGA Period

11 6. The Court further adjudges each of Plaintiffs to have fully released and discharged
12 the Released Parties as individuals and in addition to the Released Class Claims and Released
13 PAGA Claims described above, from all claims, whether known or unknown, under federal law or
14 state law against any of the Released Parties. This release includes unknown claims and that
15 Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California
16 Civil Code. Nothing contained herein shall constitute a release of any rights or claims that cannot
17 be waived as a matter of law (including but not limited to claims arising under workers’
18 compensation laws). Nor shall anything contained herein be construed to exclude the filing of an
19 administrative charge or complaint with the Equal Employment Opportunity Commission or
20 National Labor Relations Board, or participation in an administrative investigation or proceeding.

21 7. Under the Settlement Agreement, Defendants promise to pay the Maximum
22 Settlement Amount of \$4,000,000.00, and the Settlement Administrator is ordered to distribute to
23 the Participating Settlement Class Members and to the Aggrieved Employees their respective
24 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
25 checks that remain after the check void date shall be forwarded to the California State Controller’s
26 Unclaimed Property Fund. No funds shall revert to Defendants.
27
28

1 8. The Court approves an award of attorney’s fees to Class Counsel in the amount of
2 \$1,333,333.33, and an award of costs and expenses in the amount of \$19,304.70. Such amounts
3 shall be paid as provided in the Settlement Agreement.

4 9. The Court approves service payments to plaintiffs and Class Representatives Cindy
5 Galloway, Julio Sandoval, Jordan Cookson, and Edgar Villalobos in the amount of \$10,000.00
6 each, and the Settlement Administrator is ordered to make such payments consistent with the
7 terms of the Settlement Agreement.

8 10. The Settlement Agreement provides the Settlement Administrator, ILYM, Inc.,
9 shall be paid from the Maximum Settlement Amount for its services in administering the
10 Settlement. As set forth in the Declaration of Nathalie Beltran, the Settlement Administrator is
11 owed \$46,550.00 for services rendered and to be rendered in administering the settlement. The
12 Court therefore orders that ILYM, Inc. be paid the amount of \$46,550.00 from the Maximum
13 Settlement Amount consistent with the terms of the Class Settlement Agreement.

14 11. The Court approves PAGA penalties in the amount of \$200,000, to be paid from the
15 MSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
16 PAGA. \$150,000 of this amount will be paid to the LWDA as the state's share of the civil penalties,
17 and the remainder of \$50,000 will be distributed to the Aggrieved Employees consistent with the
18 terms of the Settlement Agreement. The Court further finds and determines that Class Counsel
19 satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement
20 of claims arising under the Private Attorney General Act (“PAGA”). The Court orders Class Counsel
21 to comply with California Labor Code § 2699(l)(3) by providing the LWDA a copy of this order
22 within ten (10) calendar days of the Court’s entry of this Order.

23 12. The Court hereby schedules a non-appearance compliance review hearing for
24 November 2, 2026, at 8:30 a.m., in Department 38 of the Los Angeles County Superior Court. The
25 Parties are ordered to file a joint compliance report no later than ten (10) Court days prior to the
26 compliance hearing.

27 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
28 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement

1 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
2 contemplated becomes effective and each and every act agreed to be performed by the parties has
3 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
4 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
5 construction, and interpretation of the Settlement Agreement.

6 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
7 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
8 This Order is not a finding of the validity or invalidity of any claims in this action or a
9 determination of any wrongdoing by any party. The final approval of the parties' settlement will
10 not constitute any opinion, position or determination of this Court as to the merits of the claims or
11 defenses of any party.

12 15. Judgment is hereby entered as follows: Plaintiffs Cindy Galloway, Julio Sandoval,
13 Jordan Cookson, and Edgar Villalobos and the Participating Class Members, consisting of all
14 current and former non-exempt employees of Defendants who worked in California during the
15 time period from November 10, 2018, through and including July 15, 2024, and who have not
16 otherwise opted out, shall take nothing from Defendants, except as set forth in the Settlement
17 Agreement.

18 16. The Court shall retain jurisdiction over the parties to interpret, implement and
19 enforce this Judgment.

20 **IT IS SO ORDERED AND ADJUDGED.**

21
22 Dated: 12/05/2025



Maureen Duffy-Lewis

Judge of the Superior Court

Maureen Duffy-Lewis / Judge