

1 GRAHAMHOLLIS APC
Graham S.P. Hollis (SBN 120577)
2 ghollis@grahamhollis.com
Vilmarie Cordero (SBN 268860)
3 vcordero@grahamhollis.com
Hali M. Anderson (SBN 261816)
4 handerson@grahamhollis.com
Dawn M. Berry (SBN 292335)
5 dberry@grahamhollis.com
Allison E. Schubert (SBN 339991)
6 aschubert@grahamhollis.com
3555 Fifth Avenue, Suite 200
7 San Diego, California 92103
Telephone: 619.692.0800
8 Facsimile: 619.692.0822
9

10 Attorneys for Plaintiffs Cesar Escalante and Francesca Kortesmaki
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 CESAR ESCALANTE and FRANCESCA
KORTESMAKI, individually, and on behalf of
15 all aggrieved employees of Defendants in the
State of California,

16 Plaintiffs,

17 v.

18 URTH PAYROLL SERVICES, INC., a
California corporation and DOES 1 THROUGH
19 50, Inclusive,

20 Defendants.
21
22
23
24
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Case No.: 20STCV25106

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND JUDGMENT
THEREON**

Date: May 2, 2023

Time: 9:00 a.m.

Judge: Hon. Theresa M. Traber

Dept: 47

RESERVATION ID: 413176432869

Complaint filed: July 1, 2020

FAC filed: March 10, 2021

*[Notice of Motion; Memorandum of Points and
Authorities; and Declarations of Graham S.P.
Hollis, Cesar Escalante, and Francesca Kortesmaki
ISO Plaintiffs' Motion for Approval of PAGA
Settlement are filed concurrently herewith.]*

26 May 5,
On May 2, 2023 at 9:00 a.m., this matter has come before the Honorable Theresa M. Traber in
27 Department 47 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles,
28 CA 90012, on Plaintiffs Cesar Escalante and Francesca Kortesmaki's ("Plaintiffs") Motion for Approval

FILED
Superior Court of California
County of Los Angeles

05/05/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Flores Deputy

1 of PAGA Settlement (“Approval Motion”) pursuant to Labor Code section 2699(l)(2). Each party
2 appeared at the hearing through their respective counsel of record.

3 Having duly considered all papers, evidence, and oral arguments in this matter to date, including
4 Plaintiffs’ Approval Motion and good cause appearing, the Court ORDERS, ADJUDGES AND
5 DECREES as follows:

6 1. This Order Granting Plaintiffs’ Motion for Approval of PAGA Settlement (“Order and
7 Judgment”) shall incorporate by reference the parties’ PAGA Settlement Agreement and Release of
8 Claims (“Settlement” or “Agreement”), which is attached as Exhibit 1 to the Declaration of Graham S.P.
9 Hollis. To the extent the terms used in this Order and Judgment are defined in the Agreement, the defined
10 terms contained herein shall have the same meaning as set forth in the Agreement.

11 2. Plaintiffs provided notice to the Labor and Workforce Development Agency (“LWDA”)
12 on March 9, 2020 and October 13, 2021, and are authorized to act as private attorneys general with respect
13 to the PAGA claim being released under the terms of the Settlement.

14 3. The LWDA was provided with notice of the Settlement and the motion for approval of the
15 PAGA settlement on April 6, 2023 and no objection has been received to the Settlement or the motion
16 from the LWDA.

17 4. In accordance with California Labor Code § 2699(l)(2), the Court has reviewed the
18 Agreement. The Court APPROVES the Settlement as set forth in the Agreement and the Maximum
19 Settlement Amount of \$275,000 and finds that the allocation of civil penalties for the claim under the
20 PAGA is fair, reasonable, and appropriate.

21 5. The Settlement covers Plaintiffs and all members of the “PAGA Representative Group,”
22 defined as “all individuals who were employed by Defendant at an Urth Caffe restaurant in the State of
23 California at any time during the PAGA Period.” The PAGA Period is defined as the period from April
24 27, 2019 through and including the date of the entry of this Order and Judgment.

25 6. The Court ORDERS that 75% of the Net Settlement Amount be paid to the LWDA as
26 required by the Private Attorneys General Act of 2004 (“PAGA”) and in accordance with the Agreement.

27 7. The Court ORDERS that 25% of the Net Settlement Amount be paid to the PAGA
28 Representative Group in the manner outlined in the Agreement.

8. Plaintiffs are ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

9. Phoenix Class Action Administration Solutions (“Phoenix”) shall be appointed as the Settlement Administrator. The Settlement Administrator shall administer the settlement in accordance with the Agreement and this Order and Judgment.

10. The Court finds that the costs of the administration of the settlement is reasonable. The Court awards and therefore ORDERS that the Settlement Administrator issue to Phoenix administration costs in the amount of \$10,500.00 for services performed and the costs incurred in connection with administration of the Settlement within 30 calendar days after the Effective Date or the Total Settlement Payment is fully funded, whichever is later.

11. The Court ORDERS Defendant Urth Payroll Services, Inc. to provide the Settlement Administrator with a list of the name, last known address, telephone number Social Security number, and dates each member of the PAGA Representative Group was employed by Defendant within 15 calendar days after the entry of this Order and Judgment.

12. The Settlement Administrator is ORDERED to establish a Qualified Settlement Fund (“QSF”) for purposes of administering the Settlement. The Settlement Administrator is further ORDERED to furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant.

13. The Court finds that Plaintiffs’ Counsel’s request for attorneys’ fees in the amount of \$250,000.00, or 40% of the Maximum Settlement Amount, falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys’ fees in the amount of \$250,000.00 to GrahamHollis APC within 30 calendar days following the Effective Date.

14. The Court also finds that Plaintiffs’ Counsel’s request for actual litigation costs incurred in the amount of \$28,787.34 falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in the amount of \$28,787.34 to GrahamHollis APC within 30 calendar days following the Effective Date.

1 15. The Court further finds that the requested Service Award in the amount of \$10,000.00 to
2 each named Plaintiff is fair and reasonable for the work performed and the risks associated with bringing
3 this Action. The Court awards and therefore ORDERS that the Settlement Administrator issue a Service
4 Award in the amount of \$10,000.00 to each named Plaintiff within 30 calendar days following the
5 Effective Date. The Service Awards are in addition to any other payments made to Plaintiffs under the
6 Agreement.

7 16. Upon the Effective Date, except as to the right to enforce the terms and conditions of the
8 settlement, Plaintiffs, in their capacity as private attorneys general and acting on behalf of themselves, the
9 State of California, the LWDA, and the PAGA Representative Group, releases the Released Parties of all
10 claims pursuant to PAGA, based on the facts, legal theories, and primary rights asserted in the original
11 Complaint, the First Amended Complaint, and the LWDA Notices, and all claims that could have
12 reasonably been asserted in the Action based on the facts alleged, whether or not specifically delineated
13 as a claim or cause of action, including PAGA claims for (1) willful misclassification of exempt employees
14 in violation of Labor Code §§ 226.8(a) and 226.8(c); (2) failure to provide legally compliant meal periods
15 or compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 512, 558, 558.1, 1198, and
16 Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001; (3) failure to provide legally compliant
17 rest periods or compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 1198, and IWC
18 Wage Order No. 5-2001; (4) failure to timely pay minimum, regular, and overtime wages in violation of
19 Labor Code §§ 204, 210, 223, 225.5, 510, 558, 558.1 1194, 1194.1, 1197, 1197.1, 1198, and IWC Wage
20 Order No. 5-2001; (5) failure to timely pay all wages due and owing upon separation of employment in
21 violation of Labor Code §§ 201-204; (6) failure to furnish accurate itemized wage statements in violation
22 of Labor Code §§ 226, 226.3, and IWC Wage Order No. 5-2001; (7) failure to provide written notice of
23 sick leave in violation of Labor Code § 246(i); (8) failure to maintain records in violation of Labor Code
24 §§ 226(a), 1174, 1174.1, and IWC Wage Order 5-2001; (9) failure to reimburse for necessary work
25 expenses in violation of Labor Code § 2802; (10) retaliation against employees who exercised their rights
26 to complain about unlawful and/or unsafe working conditions in violation of Labor Code §§ 98.6, 1102.5,
27 and 6310; and (11) to maintain and provide a safe and healthful place of employment in violation of Labor
28 Code § 6400 et seq. (collectively, the “PAGA Released Claims”). The PAGA Released Claims shall cover

the period of April 27, 2019 through and including the date of the entry of this Order and Judgment. Upon approval, Plaintiffs and the members of the PAGA Representative Group will be forever barred from pursuing the PAGA Released Claims against the Released Parties.

17. In addition to the above release, upon entry of this Order, Plaintiffs release any and all known and unknown claims as to the Released Parties in accordance with the Agreement.

18. It is ORDERED that Plaintiffs and all members of the PAGA Representative Group shall be prohibited and permanently enjoined from pursuing in any fashion, the PAGA Released Claims against any of the Released Parties.

19. Final Judgment in this Action is entered in conformity herewith, along with the Agreement.

20. As of the date of entry of this Order and Judgment this Action shall be dismissed with prejudice.

21. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and Judgment only represent a compromise of disputed allegations.

22. In accordance with Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769, this document shall constitute a final judgment and this Court shall retain exclusive and continuing jurisdiction over the Action, the parties, and the PAGA Representative Group for purposes of addressing (a) the interpretation and enforcement of the terms of the Agreement; (b) matters relating to the administration of the settlement; (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in the Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 05/05/2023



Honorable Theresa M. Traber
Los Angeles County Superior Court



Make a Reservation

CESAR ESCALANTE vs URTN PAYROLL SERVICES, INC., et al.

Case Number: 20STCV25106 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-07-01 Location: Stanley Mosk Courthouse - Department 47

Reservation

Case Name: CESAR ESCALANTE vs URTN PAYROLL SERVICES, INC., et al.	Case Number: 20STCV25106
Type: Motion re: (for Approval of PAGA Settlement)	Status: RESERVED
Filing Party: Cesar Escalante (Plaintiff)	Location: Stanley Mosk Courthouse - Department 47
Date/Time: 05/02/2023 9:00 AM	Number of Motions: 1
Reservation ID: 413176432869	Confirmation Code: CR-WTNPTFAEIU3Z4X44S

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX3460	Authorization: 27464G
Payment Date: 1969-12-31	

[Print Receipt](#)[+ Reserve Another Hearing](#)[View My Reservations](#)