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THE WAND LAW FIRM, P.C.

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Attorneys for Plaintiff KENNETH E. REISING

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KENNETH E. REISING, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

EL POLLO LOCO, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV42951

[Hon. Gregory Keosian, Dept. 61]

**NOTICE OF ENTRY OF JUDGMENT AND
ORDER GRANTING APPROVAL OF
PAGA SETTLEMENT**

Action Filed: September 9, 2020
Trial Date: None Set

1 TO THE COURT, ALL PARTIES, THEIR ATTORNEYS OF RECORD AND ALL
2 OTHER INTERESTED PARTIES:

3 PLEASE TAKE NOTICE that that on October 21, 2021, the Honorable Gregory Keosian
4 issued an Order Granting Approval of PAGA Settlement in the above-entitled action, a true and
5 correct copy of which is attached hereto as **Exhibit A**.

6 PLEASE TAKE FURTHER NOTICE that on October 26, 2021, the Honorable Gregory
7 Keosian issued a judgment in the above-entitled action, a true and correct copy of which is attached
8 hereto as **Exhibit B**.

9
10 DATED: October 27, 2021

THE WAND LAW FIRM, P.C.

11
12 By: 

13 Aubry Wand

14 LAW OFFICE OF SCOTT ERNEST
15 WHEELER

16 Scott E. Wheeler

17 Attorneys for Plaintiff KENNETH E. REISING
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EXHIBIT A

LAW OFFICE OF SCOTT E. WHEELER

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Attorneys for Plaintiff KENNETH REISING

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KENNETH E. REISING, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

EL POLLO LOCO, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV42951

[Hon. Gregory Keosian, Dept. 61]

~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT

Action Filed: September 9, 2020
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

OCT 21 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: D. Cañada, Deputy

1 ~~PROPOSED~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT

2 The Court has before it the Parties' Stipulation for Approval of PAGA Settlement,¹ and
3 determining that the Settlement provides genuine and meaningful relief that benefits the public, is fair,
4 adequate, reasonable, and otherwise being fully informed and good cause appearing therefor, it is hereby
5 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. Unless otherwise provided herein, all capitalized terms used herein shall have the same
7 meaning as defined in the Settlement Agreement and Release ("Settlement Agreement"). The Court has
8 jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to
9 the action.

10 2. The Court finds that the Settlement has been reached as a result of serious and non-
11 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural
12 history of this case, the amounts to be paid under the Settlement, the involvement of an experienced
13 private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face, the
14 civil penalties recoverable if Plaintiff was to prevail at trial on his theories of liability under his PAGA
15 claim, the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a
16 settlement represents a compromise of the Parties' respective positions rather than the result of a finding
17 of liability at trial.

18 3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was
19 entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the Settlement
20 provides genuine and meaningful relief that benefits the public consistent with the purpose of the Private
21 Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

22 4. The Court therefore approves the Settlement as set forth in the Settlement Agreement and
23 directs the Parties to effectuate the Settlement according to the terms set forth in the Settlement
24 Agreement.

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26 _____
27 ¹ The Court has also reviewed and considered the records and files of this case, as well as all documents
28 submitted in connection with the Parties' Stipulation for Approval of PAGA Settlement, including the
Declarations of Scott E. Wheeler and Aubry Wand.

1 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
2 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
3 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any
4 wrong doing by the Defendant, or any of the other Released Parties.

5 6. The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the
6 Aggrieved Employees, and the LWDA for purposes of entering into and implementing the Settlement.

7 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
8 ("GSA") of \$495,000.00 to be distributed as set forth herein and in the Settlement Agreement, is in all
9 respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code § 2699(1)(2).

10 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of
11 \$25,000.00, which are necessary to administer the Settlement, are hereby granted and shall be paid to
12 Phoenix Settlement Administrators, the designated third-party Settlement Administrator.

13 9. Pursuant to the terms of the Settlement, the requested attorneys' fees in the amount of
14 \$165,000.00 are reasonable under the common fund method and the lodestar method. The GSA of
15 \$495,000.00 represents a true and common fund, as Defendant must pay the full GSA and no amount of
16 the GSA will return to Defendant under any circumstances. It is recognized that attorneys who recover a
17 common fund are entitled to a reasonable fee award from the fund. *See, e.g., Boeing Co. v. Van Gemert*
18 *(1980) 444 U.S. 472, 478* ("a litigant or a lawyer who recovers a common fund for the benefit of persons
19 other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *In re*
20 *Washington Public Power Supply Sys. Sec. Litig.* (9th Cir. 1994) 19 F.3d 1291, 1300 ("[T]hose who
21 benefit from the creation of the fund should share the wealth with the lawyers whose skill and effort
22 helped create it."); *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 ("[W]hen a number of persons are entitled
23 in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results
24 in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out
25 of the fund. [Citations.]"). Moreover, one-third of the common fund is standard in settlements similar to
26 this one. *See, e.g., Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 506 (approving fees of
27 one-third of the common fund); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 n.13
28 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used,

1 fee awards in class actions average around one-third of the recovery.”); *Chavez v. Netflix, Inc.* (2008) 162
2 Cal.App.4th 43, 66 n.11 (recognizing that fee awards in class actions average around one-third of the
3 recovery”).

4 10. The Court also finds that the requested attorneys’ fees are reasonable under the lodestar
5 method, or as a crosscheck on the percentage fee. *See Laffite*, 1 Cal.5th at 506. Plaintiff’s counsel’s
6 lodestar of \$176,020 exceeds the attorneys’ fees amount of \$165,000.00.

7 11. The Court further finds that Plaintiff’s counsel’s requested litigation costs of \$15,033.43
8 are reasonable and were necessary to prosecute the action.

9 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which authorizes an
10 award of attorneys’ fees and costs, the requested attorneys’ fees in the amount of \$165,000.00 and
11 litigation costs in the amount of \$15,033.43, are hereby granted and shall be paid to Plaintiff’s counsel as
12 follows: \$100,452.93 to the Law Office of Scott E. Wheeler and \$79,580.50 to the Wand Law Firm, P.C.

13 13. Pursuant to the terms of the Settlement, an enhancement award to Plaintiff Kenneth
14 Reising in the amount of \$5,000.00 in recognition of Plaintiff’s efforts in prosecuting this action for the
15 benefit of the State of California and Aggrieved Employees, and Plaintiff’s broad general release of all of
16 his individual claims against Defendant, is hereby granted and shall be paid to Plaintiff Kenneth Reising.

17 14. After deducting Administration Costs, attorneys’ fees and costs, and the enhancement
18 award to Plaintiff from the Gross Settlement Amount, the remainder of \$284,966.57, consistent with
19 California Labor Code § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-
20 five percent (25%) to Aggrieved Employees. Accordingly, \$213,724.93 shall be paid to the LWDA, and
21 \$71,241.64 shall be paid to Aggrieved Employees. The payments to the Aggrieved Employees will be
22 paid proportionally based on the number of pay periods that each individual employee worked for
23 Defendant during the PAGA Period.

24 15. As of the Effective Date, Plaintiff, as the representative for the State of California, and on
25 behalf of all Aggrieved Employees, will forever completely release and discharge the Released Parties
26 from any claim for the recovery of civil penalties under the California Private Attorneys General Act,
27 California Labor Code § 2698, *et. seq.* only. It is expressly understood and agreed that this settlement
28 includes a release of PAGA claims based on violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7,

1 246, 510, 512, 1174, 1194, 1197, and 2802 and the IWC Wage Order provisions cited in Plaintiff's letters
2 to the LWDA (including but not limited to failure to provide suitable seating and failure to provide
3 adequate resting facilities). The release shall be effective as of the Effective Date, and it shall apply to
4 claims within the above scope impacting Aggrieved Employees arising within the PAGA Period. This
5 settlement agreement shall not impact any Aggrieved Employee's ability to assert Labor Code claims
6 other than PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*).

7 16. The terms of the Settlement Agreement, and this Order, are binding on the Plaintiff and
8 Aggrieved Employees, and those terms shall have res judicata and other preclusive effect in all pending
9 and future claims, lawsuits or other proceedings maintained by or on behalf of Aggrieved Employees, to
10 the extent those claims, lawsuits or other proceedings constitute Released Claims as set forth in the
11 Settlement Agreement.

12 17. Neither this Order nor the Settlement Agreement (nor any other document referred to
13 herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as, an
14 admission or concession by or against Defendant or the Released Parties of the validity of any claim or
15 actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement,
16 and any negotiations or proceedings related to it, shall not be considered as, or deemed evidence of, an
17 admission or concession as to Defendant's denials or defenses and shall not be offered or received in
18 evidence in any action or proceeding against any party hereto in any court, administrative agency or other
19 tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of
20 this Order and the Settlement Agreement; provided, however, that this Order and the Settlement
21 Agreement may be filed in any action against or by Defendant or the Released Parties to support a
22 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
23 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
24 defense or counterclaim.

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1 18. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes
2 of supervising the implementation, enforcement, construction, administration, and interpretation of the
3 Settlement Agreement and this Order.

4 **IT IS SO ORDERED.**

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6 DATED: 10/21/21

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8 Honorable Gregory Keosian
9 Judge of the Superior Court
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EXHIBIT B

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15 Attorneys for Plaintiff KENNETH REISING

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**
19

20 KENNETH E. REISING, individually, and on
21 behalf of all others similarly situated,

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23 v.

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25 DOES 1 through 50, inclusive,

26 Defendants.
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FILED
Superior Court of California
County of Los Angeles

10/26/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: D. Canada Deputy

Case No.: 20STCV42951

[Hon. Gregory Keosian, Dept. 61]

~~PROPOSED~~ JUDGMENT

1 **[PROPOSED] JUDGMENT**

2
3 The Court has granted approval of the Parties' PAGA settlement, and the Court directs that
4 a judgment shall be entered in accordance with the terms of the Court's Order Granting Approval
5 of PAGA Settlement ("Approval Order").

6 Accordingly, judgment in this matter is entered in accordance with the terms of the
7 Settlement Agreement and Approval Order. This judgment is intended to be a final disposition of
8 the above captioned action in its entirety, and is intended to be immediately appealable.

9 The Court shall retain jurisdiction with respect to all matters related to the administration
10 and consummation of the Settlement, to enforce the terms of the judgment, and any and all claims,
11 asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited
12 to all matters related to the Settlement and the determination of all controversies relating thereto.

13 **IT IS SO ORDERED.**

14
15 DATED: 10/26/2021



Gregory Keosian

Honorable Gregory Keosian
Judge of the Superior Court
Gregory Keosian / Judge