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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

CAMILLE CUEVAS MARTINEZ, on behalf of
herself and others similarly situated and
aggrieved;

Plaintiff,

v.

C&R RESTAURANT GROUP, LLC DBA
TACO BELL, A California Corporation; and
DOES 1 TO 50, inclusive,

Defendants.

CASE NO. 30-2020-01156478-CU-OE-CXC

Assigned for All Purposes to:
Hon. Randall J. Sherman
Dept. CX-105

~~[PROPOSED]~~ ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
JUDGMENT THEREON

Date: January 21, 2022
Time: 10:00 a.m.
Dept. CX-105
Reservation ID: 73665632

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Camille Cuevas Martinez’s Motion for Approval of Settlement under
3 PAGA came before this Court on January 21, 2022 on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”) dated June 9, 2020 (the “LWDA Letter”), on behalf of all current and former non-exempt
8 employees of Defendant C&R Restaurant Group LP (“C&R” or “Defendant”) in California from
9 June 15, 2019 to November 9, 2021, inclusive.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
12 approve any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699 (1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
16 HEREBY ORDERS AS FOLLOWS:

17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, just, reasonable, and adequate;

21 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California,
22 and the Aggrieved Employees, by operation of this Order and Judgment hereby release and forever
23 discharge Defendant and the Released Parties (as defined in the Settlement Agreement) from all claims,
24 rights, demands, liabilities, costs, attorneys’ fees, and causes of action for civil penalties under
25 PAGA, for the duration of the PAGA Period, based on the factual allegations pled in the
26 operative complaint in the Action, with respect to all alleged violations of the California Labor
27 Code and the Industrial Welfare Commission Wage Orders, including but not limited to the
28 following provisions: California Labor Code §§ 201-203, 204, 210, 216, 221-223, 226, 226.7,

1 245-248.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, and 2699; and all
2 provisions of any and all applicable Industrial Welfare Commission Wage Orders, including but
3 not limited to Industrial Welfare Commission Wage Order 5-2001 (the “Released PAGA
4 Claims”).

5 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
6 of California as to those claims brought in the Action, and as a matter of law may bar any claim under
7 PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as
8 to the Released PAGA Claims and Released Parties.

9 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
10 operation of this Order and Judgment shall have fully, finally, and forever released, relinquished, and
11 discharged all of her individual (non-PAGA) claims as against all Released Parties, as set forth in the
12 Settlement Agreement;

13 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
14 Defendant is directed to make all payments required by the Settlement Agreement;

15 7. Under the Settlement Agreement, Defendant agreed to pay Four Hundred Twenty Five
16 Thousand Dollars and No Cents (\$425,000.00) (the “Gross Settlement Amount”). The Gross Settlement
17 Amount is inclusive of payments to the LWDA and Aggrieved Employees, an enhancement award to
18 Plaintiff, Attorney’s Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount
19 will revert to Defendant. Plaintiff requested a representative enhancement award of \$10,000.00, and
20 Plaintiff’s Counsel requested an award of attorney’s fees of \$141,666.67 and reimbursement of actual
21 litigation expenses of \$12,153.29. Defendant did not oppose these requests. The Court finds the Gross
22 Settlement Amount is fair, reasonable and adequate, and approves some each of these payments, and
23 directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

- 24 a. \$106,250.00 ~~\$141,666.67~~ in attorney’s fees to Crosner Legal, PC;
25 b. \$12,153.29 in litigation costs to Crosner Legal, PC;
26 c. \$3,000.00 ~~\$10,000.00~~ to Plaintiff Camille Cuevas Martienz as a representative
27 enhancement for her services as the named plaintiff in this matter, and in consideration of her full general
28 release of claims and waiver of Civil Code section 1542; and

1 d. \$15,000.00 in administration costs to Simpluris, Inc.;

2 8. After deducting the foregoing payments, the estimated remainder of approximately
3 ~~\$288,596.71~~ ~~\$246,180.04~~ shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code
4 section 2699(i), the NSA will then be distributed 75 percent (approximately ~~\$216,447.53~~ ~~\$184,635.03~~) to
5 the LWDA, and the remaining 25 percent (approximately ~~\$72,149.18~~ ~~\$61,545.01~~) to the Aggrieved
6 Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these
7 payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
8 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
9 otherwise carry out its duties as set forth in the Settlement Agreement; and

10 9. This document shall constitute a Judgment for purposes of California Rule of Court
11 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
12 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
13 Settlement Agreement and this Judgment.

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15 **IT IS SO ORDERED.**

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Dated: **January 28, 2022**

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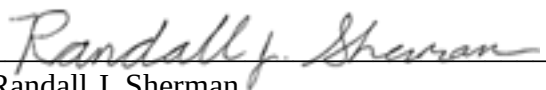
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Randall J. Sherman
Judge of the Superior Court