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KAROLINA TORREZ and the CERTIFIED CLASS

FILED
ALAMEDA COUNTY

AUG 07 2023

CLERK OF THE SUPERIOR COURT

By

Nicole Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA—UNLIMITED JURISDICTION

DEL TACO WAGE AND HOUR CASES

COORDINATION PROCEEDINGS
SPECIAL TITLE RULE (3.550)

Included actions:

Torrez v. Del Taco, LLC
Case No. 21CV000111

Chavez, et al. v. Del Taco, LLC
Riverside County Superior Court Case No.
RIC1512246

Ramirez v. Del Taco, LLC
Case No. 19CV005228

Cabral v. Del Taco, LLC
Case No. 21CV005224

Judicial Council Coordination Proceeding
Case No. JCCP004904

[Assigned for all purposes to
Hon. Evelio M. Grillo, Dept. 21]

~~PROPOSED~~ JUDGMENT

Date: June 16 2023
Time: 9:00 a.m.
Dept.: 21

RESERVATION ID: 505756009277

Action Filed: March 2, 2016
Trial Date: None Set

JUDGMENT

1
2 1. In accordance with and for the reasons stated in the Court’s Order Granting Plaintiff
3 Karolina Torrez’s Motion for Final Approval of Class Action and PAGA Settlement, Judgment shall
4 be entered whereby, upon the Settlement Administrator’s receipt of the total Gross Settlement Amount
5 and the Employer’s Share of Payroll Taxes, Plaintiffs Karolina Torrez, Ivan Andaya, Magdalena
6 Chavez, Timothy Tafoya, Raina Cabral, and Vanessa Lozano (“Plaintiffs”) and all Participating Class
7 Members shall take nothing from Defendant Del Taco, LLC (“Del Taco”), except as expressly set
8 forth in the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Stipulation”) and
9 Amendment to Stipulation of Class Action and PAGA Settlement (“Amendment”), attached as
10 “Exhibit C” and “Exhibit D,” respectively, to the Declaration of Matthew J. Matern in Support of
11 Plaintiff Karolina Torrez’s Motion for Final Approval of Class Action and PAGA Settlement.

12 2. All defined terms contained herein shall have the same meanings as set forth in the
13 Settlement.

14 3. Solely for purposes of effectuating the Settlement, this Court has certified a Class
15 defined as follows:

16 All persons employed by Del Taco in the State of California as a non-
17 exempt employee at any time during the period from October 28, 2011
18 through November 12, 2021.

18 4. The Court finds that the following twenty-five (25) Class Members have submitted a
19 valid and timely Request for Exclusion and therefore are not bound by the terms of the Settlement or
20 the Judgment: Juan M. Celis, Victor H. Ramirez Munoz, Rogelio Fernandez Ramirez, Christina
21 Ramirez, Alfredo Olvera, Romika Sharma, Virginia Castro, Trevor Zavala, Latanya Kelly, Ebony
22 Oliver, Erica Gomez, Osvaldo Cervantes, Ghazal Bazyari, Jonathan Slack, Felix Molina Argueta,
23 Joanna Guzman, Michael McKenzie, Mary Louder, Amaya Wilmore, James Armbuster, Kaylyn Celis,
24 Jennifer Avalos, Manuel Guzman, Sanjuana Jasso Lopez, and Amandia Smith.

25 5. Upon the Settlement Administrator’s receipt of the total Gross Settlement Amount and
26 the Employer’s Share of Payroll Taxes, Plaintiffs and all other Participating Class Members shall be
27 deemed to have released their respective Released Claims against the Released Parties.

28 “Released Parties” means Del Taco and its respective present and former parent companies,

1 subsidiaries, affiliates, predecessors, successors, joint venturers, joint employers, and all owners,
2 officers, directors, managers, employees, partners, shareholders, insurers, attorneys and agents, and
3 any other assigns, legal representatives, and persons or entities acting in concert with or affiliated with
4 any of them.

5 “Released Claims” with respect to the Participating Class Members (other than Plaintiffs)
6 means any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or
7 could have been pleaded based upon the factual allegations set forth in the Complaint and arising at
8 any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods
9 (Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11); (2) Failure to
10 Provide Required Rest Periods (Cal. Lab. Code §§ 226.7, 512, IWC Wage Order No. 5-2001, § 12);
11 (3) Failure to Provide Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-
12 2001, § 3); (4) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No.
13 5-2001, § 4); (5) Failure to Pay All Wages Due (Cal. Lab. Code §§ 201, 202, 203, 204); (6) Failure to
14 Maintain Required Records (Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 5-2001, § 7); (7)
15 Failure to Furnish Accurate Itemized Statements (Cal. Lab. Code § 226; IWC Wage Order No. 5-2001,
16 § 7); (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
17 (Cal. Lab. Code §§ 221, 225.5, 2802); and (9) Unfair and Unlawful Business Practices (Cal. Bus. &
18 Prof. Code § 17200, et seq.).

19 “Released Claims” with respect to Plaintiffs only means any and all claims, demands, rights,
20 liabilities, and/or causes of action, of any form whatsoever, relating to or arising from Plaintiffs’
21 employment with Del Taco during the Class Period, including but not limited to: any and all wage-
22 and-hour claims arising under the laws of the State of California, including, without limitation,
23 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,
24 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages
25 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage
26 Order, the California Private Attorneys General Act, or any other provision of the California Labor
27 Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities
28 Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Fair Credit Reporting Act; the Family

1 and Medical Leave Act; the Employee Retirement Income Security Act; the California Unfair
2 Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and
3 Housing Act; any state, civil, or statutory laws, including, but not limited to, any and all human rights
4 laws and laws against discrimination; any other federal, state, or local statutes, codes, or ordinances;
5 and any common law, contract law, or tort law cause of action. Plaintiffs expressly waive the
6 protections of California Civil Code § 1542, which reads as follows:

7 A general release does not extend to claims that the creditor or releasing
8 party does not know or suspect to exist in his or her favor at the time of
9 executing the release and that, if known by him or her, would have
10 materially affected his or her settlement with the debtor or released party.

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
12 complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge that
13 this Settlement is intended to include in its effect, without limitation, all Released Claims which
14 Plaintiffs do not know or suspect to exist in their favor at the time of execution, and that the
15 Settlement contemplates the extinguishment of all such Released Claims.

16 “Class Period” means the period from October 28, 2011 through August 2, 2022.

17 12. Upon the Settlement Administrator’s receipt of the total Gross Settlement Amount and
18 the Employer’s Share of Payroll Taxes, the State of California shall be deemed to have released its
19 Released PAGA Claims against the Released Parties.

20 “Released PAGA Claims” means all claims for civil penalties under PAGA that were or could
21 have been recovered during the PAGA Period for the Labor Code violations identified in Plaintiff
22 Torrez’s Complaint and pre-filing letter to the LWDA, including meal and rest period violations,
23 unpaid wages, unpaid overtime, off-the-clock work, wage statement violations, failure to reimburse
24 necessary expenses, failure to keep required records, waiting time penalties, and failure to pay all
25 wages due upon termination and/or any other claims/relief available under Labor Code §§ 201, 202,
26 203, 204, 210, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198,
27 and 2802.

28 “PAGA Period” means the period from January 28, 2015 through August 2, 2022.

 13. All uncashed settlement funds, plus interest, shall be paid in equal amounts to the cy

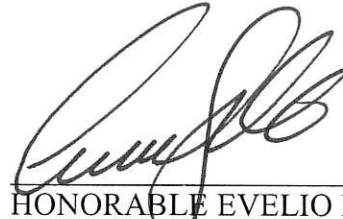
1 pres recipients, Emotional Health Association d/b/a/ SHARE! and California Association of Food
2 Banks, after entry of an amended judgment, pursuant to Code of Civil Procedure § 384(b).

3 14. Pursuant to California Rules of Court, Rule 3.769(h), and Code of Civil Procedure §
4 664.6, this Court shall retain exclusive and continuing jurisdiction over the parties with respect to all
5 matters related to the administration and consummation of the Settlement, and any and all claims,
6 asserted in, arising out of, or related to the subject matter of the Actions.

7 15. Within ten (10) days after the Court's entry of judgment, the Settlement Administrator
8 shall post notice of this Judgment on the website (www.torrezvdelaco.com) the Settlement
9 Administrator established for purposes of settlement administration.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11
12 AUG 07 2023
13 DATED: _____



HONORABLE EVELIO M. GRILLO
Judge of the Superior Court