

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 06/30/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>M. Alaniz</u> Deputy
PLAINTIFF/PETITIONER: Ana Diaz		
DEFENDANT/RESPONDENT: Las Brisas Restaurant, Inc., a California Corporation		
CERTIFICATE OF MAILING		CASE NUMBER: 21STCV18122

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Order to Show Cause Re: Dismissal (Settlement); Hearing on M...) of 06/30/2022, Order approving settlement agreement upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

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Dated: 07/1/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Alaniz
Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 62

21STCV18122

**ANA DIAZ vs LAS BRISAS RESTAURANT, INC., A
CALIFORNIA CORPORATION**

June 30, 2022

11:00 AM

Judge: Honorable Michael L. Stern
Judicial Assistant: M. Alaniz
Courtroom Assistant: P. Figueroa

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Justin Lo by Berkeh Alemzadeh (Telephonic)

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Order to Show Cause Re: Dismissal (Settlement);
Hearing on Motion - Other Motion for Approval of PAGA Settlement

The matter is called for hearing.

After conferring with counsel, the Court rules as follows:

The Motion re: Motion for Approval of PAGA Settlement filed by Ana Diaz on 06/23/2022 is Granted. The Court signs and files the Order approving settlement agreement and entering final judgment. By November 1, 2022, the parties are ordered to file a joint status report regarding the status of the distribution of settlement proceeds.

The Court orders the Complaint filed by Ana Diaz on 05/13/2021 dismissed without prejudice. The Court retains jurisdiction for effecting the terms of the settlement.

Counsel for plaintiff is to give notice by attaching a copy of the signed order.

Certificate of Mailing is attached.

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Attorneys for Plaintiff ANA DIAZ, as representative of the State of California and the Labor and Workforce Development Agency, and aggrieved employees,

IN THE SUPERIOR COURT OF STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

ANA DIAZ, on behalf of herself and all
other aggrieve employees,

Plaintiff,

v.

LAS BRISAS RESTAURANT, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV18122

**[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

Assigned for all purposes to:
Hon. Michael Stern, Dept.: 62
RESERVATION ID: 981644446624

Date: ~~July 1, 2022~~ **6-30-22**
Time: ~~9:00 a.m.~~ **11:00**
Dept.: 62

Complaint Filed: May 13, 2021
Trial Date: May 23, 2022

On July 1, 2022, at 9:00 a.m. a hearing was held on the joint motion of Plaintiff ANA DIAZ ("Plaintiff") and Defendant LAS BRISAS RESTAURANT INC., ("Defendant" or "Las Brisas") motion for approval of a settlement agreement pursuant to California's Private Attorney General Act ("PAGA") (the "Settlement"). The Court having considered all papers filed, proceedings herein and the Parties submission on the Court's tentative ruling and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed between the Parties on June 22, 2022.

2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. Pursuant to PAGA, on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "PAGA Settlement Group Members":

The twenty (20) current and former non-exempt employees of Defendant in California at any time during the period from October 13, 2020, to the date that the Court approves this Settlement. The Total Settlement Amount will not be increased unless there is ultimately twenty percent (20%) more than twenty (20) total PAGA Settlement Group Members from October 13, 2020, through date on which the Court grants approval of the Settlement (i.e., if the total number of Aggrieved Employees increases to twenty-one percent (21%), the Settlement Agreement shall increase proportionately, i.e., by twenty-one percent (21%) of the Gross Settlement Amount), and so forth.

4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA Settlement Group Members, and over those persons and entities undertaking affirmative obligations under the Settlement.

1 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

3 6. The Court approves the revised Notice to PAGA Settlement Group Members,
4 Exhibit B to the Settlement Agreement, which provides instructions for PAGA Settlement Group
5 Members to dispute and/or correct their Settlement Share before payments are made.

6 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
7 Settlement, releases the following "Released Claims" against the Released Parties.

8 Any and all individual and representative claims under PAGA of
9 whatever kind or nature, whether known or unknown, arising
10 during the Covered Period based on the facts alleged by Plaintiff in
11 the Action and Plaintiff's notice letter to LWDA, including but not
12 limited to claims under Labor Code sections §§201, 202, 203, 204,
206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12,
1194, 1194.2, 1197, 11971.1, 1198, and 2802, 2698, 2699.3, and
2699.5, the Industrial Welfare Commission Wage Orders, and any
resulting claim for attorneys' fees and costs.

13 8. As to the Released Claims Only, the PAGA Settlement Group Members also waive
14 and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code.

15 9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
16 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
17 are fair and reasonable.

18 10. The Court authorizes the Settlement Administrator to calculate and pay the
19 Settlement Shares, in accordance with the terms of the Settlement.

20 11. The Court awards the Settlement Administrator in this Action its fees and costs of
21 four thousand dollars (\$4,000.00), in accordance with the terms of the Settlement Agreement.

22 12. The Court awards to Plaintiff's Counsel in this Action its fees of ten thousand
23 (\$10,000.00), in accordance with the terms of the Settlement Agreement.

24 The Court awards to Plaintiff's Counsel in this Action its costs of one thousand one
25 hundred eighteen dollars and sixty-eight cents (\$1,118.68), in accordance with the terms of the
26 Settlement Agreement.

27 13. The Court approves the allocations and payment of thirty thousand dollars
28 (\$30,000.00) as for the compromise of claims brought under PAGA, to be paid in accordance with

1 the terms of the Settlement. Under the terms of the Settlement, seventy five percent (75%) of the
2 Net Settlement Amount will be paid to the State of California Labor Workforce Development
3 Agency ("LWDA Payment"); the remaining amount of the Net Settlement Amount shall be
4 distributed to the PAGA Settlement Group Members in accordance with the terms of the
5 Settlement.

6 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
7 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
8 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
9 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
10 Group Member for his or her benefit.

11 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
12 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
13 as well as the Settlement.

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

17 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
18 of the date of this Order.

19 18. ~~Within one hundred twenty (120) days of the date of this Order, the Parties are~~
20 ~~ordered~~ *By November 1, 2022*
21 directed to file a joint status report regarding the status of the distribution of settlement proceeds.

22 Upon satisfaction that the appropriate payments have been made, the Court will then close this case.

23 *19. The case is dismissed with prejudice with*
24 *the Court retaining jurisdiction for enforcing the terms*
25 *of the Settlement.*
26 **IT IS SO ORDERED AND ADJUDGED.**

27 DATED: *June 30, 2022*

28 *[Signature]*
Hon. Michael Stern
Superior Court Judge