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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

MARTHA MEJIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), and LINDSEY DEVANEY, as an
aggrieved employee pursuant to PAGA,

Plaintiffs,

vs.

COAST TO COAST COMMERCIAL, LLC
dba SONIC DRIVE-IN, a California Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 17 2023

BY Amber M. Gear
AMBER M. GEAR, DEPUTY

Case No.: CIVSB2105311

Assigned for all purposes to Hon. Joseph T. Ortiz

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET SEQ.

**[AMENDED PROPOSED] ORDER
APPROVING MOTION FOR PAGA
SETTLEMENT**

[Filed concurrently with Supplemental Declaration
of Mark Yablonovich; and [Amended Proposed]
Judgment]

Date: January 17, 2023
Time: 1:30 p.m.
Dept.: S17

Complaint Filed: March 3, 2021
FAC Filed: May 31, 2022
Trial Date: None Set

Jury Trial Demanded

1 **ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT**

2 1. The Court has received and considered the application of Plaintiffs Martha Mejia and
3 Lindsey Devaney ("Plaintiffs"), as aggrieved employees acting as private attorneys general under the
4 Labor Code sections 2698, et seq., Private Attorneys General Act of 2004 ("PAGA"), for approval of the
5 Motion for Approval of PAGA Settlement ("PAGA Settlement"). Good cause having been shown, the
6 Court approves the Motion for Approval of PAGA Settlement.

7 2. This Order adopts and incorporates by reference the terms and conditions of the Joint
8 Stipulation re PAGA Settlement and Release ("Settlement Agreement") as well as the Addendum to the
9 Joint Stipulation re PAGA Settlement and Release ("Addendum"), together with the definitions used and
10 contained in the agreement.

11 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
12 Parties to the action, including Plaintiffs Martha Mejia and Lindsey Devaney ("Plaintiffs"), the State of
13 California, and all Aggrieved Employees.

14 4. The Court has considered all relevant factors for determining the fairness of the
15 Settlement Agreement and Addendum and has concluded that all such factors weigh in favor of
16 approving the Settlement Agreement and Addendum. In particular, the Court finds that the settlement was
17 reached following meaningful discovery and investigation conducted by Plaintiffs; that the Settlement
18 Agreement and Addendum are the result of serious, informed, adversarial, and arm's-length negotiations
19 between the Parties; and that the penalties obtained are meaningful and consistent with the purposes of
20 PAGA.

21 5. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement and Addendum according to its terms and provisions.

23 6. Accordingly, the Court approves the settlement as set forth in the Settlement Agreement
24 and Addendum and expressly finds that the settlement is, in all respects, fair, reasonable, adequate and
25 directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement
26 and Addendum.

27 7. The Settlement Agreement and Addendum are not an admission by Defendant Coast to
28 Coast Commercial, dba Sonic Drive-In ("Defendant"), nor is this Order a finding of the validity of any

1 allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, the
2 Addendum, nor any document referred to in this Order, nor any action taken to carry out the Settlement
3 Agreement and Addendum, may be construed as, or may be used as, an admission of any fault,
4 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

5 8. The PAGA Settlement is final and disposes of the above-captioned action as to the Labor
6 and Workforce Development Agency and the following group of employees: All current and former non-
7 exempt hourly-paid employees who were employed by Defendant in California at any time during the
8 PAGA Period from December 28, 2019 to January 4, 2022 ("Aggrieved Employees").

9 9. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
10 Plaintiffs and the Aggrieved Employees shall release Defendant and its parents, subsidiaries, affiliated
11 corporations and entities, predecessors or successors, current and former officers, directors, members,
12 managers, employees, consultants, partners, shareholders, joint venturers, and agents, as well as any
13 successors, assigns, or legal representatives/attorneys from all claims for PAGA civil penalties under the
14 California Labor Code sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 1174,
15 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, California
16 Code of Regulations, Title 8, section 11050, all applicable IWC Wage Orders, and/or other provisions of
17 law alleged to have been violated in the operative Complaints and Plaintiffs' LWDA letters with respect
18 to Aggrieved Employees and attorneys' fees and costs permissible under PAGA which Plaintiffs and/or
19 the Aggrieved Employees had or may claim to have, against the Released Parties (as defined in Paragraph
20 37 of the Settlement Agreement) arising out of the Complaints and Plaintiffs' LWDA letters. Aggrieved
21 Employees, other than Plaintiffs, will not be deemed to have released any private rights of action and/or
22 individual wage and hour claims held by Aggrieved Employees for any alleged violations of the Labor
23 Code or California Wage Orders during the PAGA Period by virtue of this Settlement.

24 10. The Gross Settlement Amount is six hundred and ninety thousand dollars and zero cents
25 (\$690,000.00). The Net PAGA Settlement Amount shall be determined according to the terms of the
26 Settlement Agreement and Addendum.

27 11. The Court orders the calculations and the payments to be made and administered in
28 accordance with the terms of the Settlement Agreement.

1 12. The Court approves \$230,000 in attorneys' fees and [\$26,898.92] in costs to Plaintiffs'
2 Counsel, Law Offices of Mark Yablonovich and Melmed Law Group, P.C. The Attorneys' Fees shall be
3 divided 85% (i.e., \$195,500) to the Law Offices of Mark Yablonovich and 15% (i.e., \$34,500) to Melmed
4 Law Group, P.C. The Court finds that the litigation costs and expenses were reasonably incurred, and that
5 the requested award of attorneys' fees is reasonable for a contingency fee in a PAGA action such as this.
6 The Court orders the Settlement Administrator to make these payments in accordance with the terms of
7 the Settlement Agreement.

8 13. The Court approves settlement administration costs and expenses in an amount not to
9 exceed \$10,000 to Atticus Administration, LLC.

10 14. The Court approves Service Enhancement Awards of \$8,000, each, to Plaintiffs Martha
11 Mejia and Lindsey Devaney.

12 15. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or
13 for any other charge, expense, or liability, except as provided for in the Settlement Agreement,
14 Addendum, and Judgment.

15 16. The Court shall retain exclusive and continuing jurisdiction over the above-captioned
16 action and the Parties for purposes of enforcing the terms of the Settlement Agreement, Addendum, and
17 Judgment.

18
19 **IT IS SO ORDERED.**

20
21 Dated: 1/17/23

22 
23 Hon. Joseph T. Ortiz
24 Judge of Superior Court **JOSEPH T. ORTIZ**