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

ELIJAH KOUYOUMDJIAN, on behalf
of the State of California, as a private
attorney general,

Plaintiff,

v.

RAISING CANE’S USA, L.L.C., a
Limited Liability Company; and DOES
1 through 50, inclusive,

Defendant.

Case No. 21PSCV00329

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: July 18, 2022
Hearing Time: 10:00 a.m.

Judge: Hon. Thomas C. Falls
Dept.: R

Date Action Filed: April 27, 2021
Trial Date: Not Set

Plaintiff Elijah Kouyoumdjian (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Raising Cane’s USA, L.L.C. (“Defendant”).

1 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
2 this action and is authorized to act as private attorney general with respect to the PAGA claims being
3 released under the terms of the PAGA Settlement Agreement and Release (“Settlement
4 Agreement”). The California Labor Workforce Development Agency was provided with notice of
5 the Settlement and the motion for approval of the PAGA settlement via its online process and no
6 objection has been received to the settlement or the motion from the Labor Workforce Development
7 Agency.

8 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
9 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
10 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
11 \$1,780,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
12 \$55,000), PAGA Counsel’s Attorneys’ Fees in the amount of \$593,333 (one-third of the Gross
13 PAGA Settlement Amount), and PAGA Counsel’s Attorneys’ Expenses in the amount of
14 \$17,095.73. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement
15 Amount after deduction of Settlement Administration Costs, Attorneys’ Fees and Attorneys’
16 Expenses and estimated to be ne less than \$1,114,571.27, shall be allocated to Labor Code 2699
17 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment
18 will be paid to the LWDA and 25% will be paid to the PAGA Members.

19 The Court, having reviewed the evidence and papers submitted and argument of counsel,
20 pursuant to Labor Code section 2699(I)(2) hereby GRANTS the Plaintiff’s motion and approves the
21 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
22 allocated and paid out as set forth in the Settlement Agreement.

23 The “PAGA Members” are defined as all individuals who were employed by Defendant in
24 California and classified as non-exempt employees during the period February 19, 2020 to April 21,
25 2022. The PAGA Members are estimated to consist of 15,530 individuals.
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1 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties¹
2 shall be entitled to a release of the PAGA Released Claims. The “PAGA Released Claims” are all
3 PAGA claims that accrued during the PAGA Period for civil penalties under California Labor Code
4 §§ 2698 *et seq.*, predicated on the California Labor Code claims that are asserted in the LWDA
5 Notice and operative complaint which are for civil penalties pursuant to Labor Code section 2699, *et*
6 *seq.* for claims of any alleged violations of California Labor Code sections 201, 202, 203, 204,
7 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2698, *et seq.*, and 2802, and applicable
8 Industrial Welfare Commission Wage Orders, as well as a release from all PAGA claims that could
9 have been asserted in the LWDA Notice and operative complaint based on the facts, claims and/or
10 allegations pled therein. The release does not include non-PAGA class claims, claims for wrongful
11 termination, discrimination, unemployment insurance, disability, and workers’ compensation, and
12 claims outside of the PAGA Period. In no event shall the release of the Released PAGA Claims in
13 this Settlement Agreement release any non-PAGA individual claims of any PAGA Members.

14 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
15 this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
18 the distribution of settlement benefits.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

21
22 DATED: _____

23 THE HONORABLE THOMAS C. FALLS
24 JUDGE OF THE SUPERIOR COURT

25 _____
26 ¹ “Released Parties” means Defendant Raising Cane’s USA, L.L.C. and Raising Cane’s Restaurants,
27 L.L.C., which include any of their affiliates, divisions, subsidiaries, parents, owners, predecessors,
28 any merged entity or merged entities and/or any of their present and former agents, officers,
directors, employees, stockholders, members, partners, successors in interest, insurers, trustees,
administrators, executors, representatives, principals, and assigns.