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Attorneys for Plaintiff

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,

Defendants.

Case No. 21PSCV00329

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: July 18, 2022

Hearing Time: 10:00 a.m.

Reservation No. 378860994028

Judge: Hon. Thomas C. Falls

Dept.: R

Date Action Filed: April 27, 2021

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 18, 2022, the Court entered the Order
3 and Judgment in the above entitled action. A true and correct copy of the Order and Judgment is
4 attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: July 18, 2022

BLUMENTHAL NORDREHAUG BHOWMIK

DE BLOUW LLP

9 By: /s/ Kyle Nordrehaug
10 Kyle Nordrehaug

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On July 18, 2022, I served the document(s) described as:

1. ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

CARRIE A. GONELL
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600 ANTON BOULEVARD, SUITE 1800
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CARRIE.GONELL@MORGANLEWIS.COM
ATTORNEYS FOR DEFENDANT
RAISING CANE'S USA, LLC

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 18, 2022, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

FILED

Superior Court of California
County of Los Angeles

07/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Quoi Deputy

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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

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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 an amount not to exceed one-third of the Gross
13 PAGA Settlement Amount, and PAGA Counsel’s Attorneys’ Expenses in the amount of \$17,095.73.
14 The Court approves an award of Attorneys’ Fees in the amount of \$445,000, which is 25% of the
15 Gross Settlement Amount. Pursuant to Section III.4.b. of the Settlement Agreement, the requested
16 Attorneys’ Fees not awarded shall be added to the PAGA Payment.. The PAGA Payment, which is
17 the amount remaining of the Gross PAGA Settlement Amount after deduction of Settlement
18 Administration Costs, Attorneys’ Fees and Attorneys’ Expenses and estimated to be ne less than
19 \$1,262,904.27, shall be allocated to Labor Code 2699 penalties, including other civil penalties
20 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will
21 be paid to the PAGA Members.

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

26 The “PAGA Members” are defined as all individuals who were employed by Defendant in
27 California and classified as non-exempt employees during the period February 19, 2020 to April 21,
28

1 2022. The PAGA Members are estimated to consist of 15,530 individuals.

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

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

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

22
23 DATED: 07/18/2022



24 
THE HONORABLE THOMAS C. FALLS
JUDGE OF THE SUPERIOR COURT
Thomas C. Falls / Judge

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.