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Attorneys for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIA MILAR and MARIA RODRIGUEZ, as
“aggrieved employees” and on behalf of
“aggrieved employees” under the California
Labor Code Private Attorneys General Act,

Plaintiff,

v.

SOCAL FOOD GROUP, LP d/b/a DEL TACO;
and DOES 1 through 10, inclusive,

Defendants.

Case No: 37-2021-00018665-CU-OE-CTL

REPRESENTATIVE ACTION

**[PROPOSED] ORDER FOR JUDICIAL
APPROVAL OF THE PARTIES’ PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Assigned to the Honorable Kenneth Medel

Date: April 14, 2023

Time: 9:30 a.m.

Dept: C-66

Complaint Filed: April 27, 2021

1 The Motion for Approval of PAGA Settlement and Motion for Award of Attorneys' Fees
2 and Costs, Plaintiffs' Service Awards/General Release Payments, and Settlement Administration
3 Costs, filed by plaintiffs Maria Milar and Maria Rodriguez, came on for hearing regularly on
4 April 14, 2023, the Honorable Kenneth Medel presiding. All parties appeared by counsel of
5 record.

6 All capitalized terms used herein shall have the same meanings as given to them in the
7 Settlement Agreement and Release of Claims, which is attached as Exhibit 3, to the Declaration
8 of Eric A. Grover in Support of Motion for Final Approval of PAGA Settlement and Motion for
9 Award of Attorneys' Fees and Costs, Plaintiffs' Service Award and Settlement Administration
10 Costs.

11 The above-captioned action is a Labor Code Private Attorneys General Act of 2004,
12 Labor Code §§ 2698, *et seq.*, ("PAGA") representative action brought by Plaintiffs against
13 Defendant. Plaintiffs, on behalf of a group of aggrieved employees, allege multiple PAGA-based
14 claims, including that Defendant failed to pay minimum, overtime, and double-time wages, failed
15 to pay reporting time pay, failed to provide off-duty meal periods, failed to provide and permit
16 rest periods, failed to provide accurate itemized wage statements, failed to comply with Labor
17 Code sections 201-203, failed to comply with Labor Code section 204, failed to comply with
18 Labor Code section 2802, and violated California Labor Code section 2698, *et seq.* all in alleged
19 violation of California Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3,
20 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699,
21 2699(f), (g)(1), 2699.3, 2802 and the applicable Industrial Welfare Commission Orders including,
22 but not limited to, Order No. 5-2001. Plaintiffs seek relief individually and on a representative
23 basis under PAGA on behalf of the State of California and the Aggrieved Employees. Plaintiffs
24 further seek attorneys' fees and litigation costs as allowed by California Labor Code section
25 2699(g)(1). Defendant denies any and all alleged wrongdoing, and denies any liability to the
26 Plaintiffs or any allegedly Aggrieved Employees. Defendant contends that it has complied at all
27 times with California law. Defendant disputes all of the allegations and causes of action asserted
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1 in the Action and denies any liability or wrongdoing of any kind associated with the claims
2 alleged in the Action and Plaintiffs' PAGA letter (the LWDA Notice).

3 Having fully considered the motion papers filed, the Declarations of Eric A. Grover,
4 Robert Spencer, Raul Perez, Plaintiff Maria Milar, and Plaintiff Maria Rodriguez, the Parties'
5 Settlement Agreement and Release of Claims (the "Agreement"), and the arguments of counsel,
6 and with GOOD CAUSE APPEARING, the Court hereby ORDERS, ADJUDGES AND
7 DECREES AS FOLLOWS:

8 1. This Court has jurisdiction over the subject matter of the Action and over the
9 Parties to the Action.

10 2. The Settlement was entered into in good faith, the Settlement is fair, reasonable
11 and adequate under the circumstances, and Plaintiffs, by and through their counsel, have satisfied
12 the standards and applicable requirements for approval of the Settlement of a claim brought under
13 PAGA.

14 3. Plaintiffs have provided the LWDA with the required notice as to the terms of the
15 Settlement and the LWDA has not objected to the terms of the Settlement.

16 4. No later than thirty (30) calendar days after the Effective Date, the Defendants
17 shall deposit the Settlement Sum (i.e., \$330,000.00) with the Settlement Administrator. Pursuant
18 to the terms of the Agreement, Labor Code § 2699(g)(1), and the authorities, evidence, and
19 arguments set forth in Plaintiffs' Motion for Award of Attorneys' Fees and Costs, Plaintiffs'
20 Service Awards/General Release Payments and Settlement Administration Costs, an award of
21 attorneys' fees and costs in the amount of \$122,010.68 as final payment for and complete
22 satisfaction of any and all attorneys' fees and costs owed to Plaintiffs' Counsel is hereby granted.
23 The Court finds that Plaintiffs' Counsel's request falls within the range of reasonableness and that
24 the result achieved justifies the award. The payment of attorneys' fees and costs to Plaintiffs'
25 Counsel shall be made in accordance with the terms of the Agreement.

26 5. The Court hereby approves enhancement awards and general release payments to
27 plaintiffs Maria Milar and Maria Rodriguez in the amount of \$7,500.00 each. The payment of the
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enhancement awards/general release payments to Plaintiffs shall be made in accordance with the terms of the Agreement.

6. The Court approves the payment of \$7,000.00 from the Settlement Sum to the Settlement Administrator for settlement administration services in this matter. The payment of the settlement administration fees awarded to the Settlement Administrator shall be made in accordance with the terms of the Agreement.

7. The Court approves the Settlement. In accordance with California Labor Code section 2699(i), 75% of the final Net Settlement Amount (i.e., the \$330,000.00 Settlement Amount minus the amounts paid for Plaintiffs' Counsel's fees and costs, Plaintiffs' enhancement awards/general release payments, and the Settlement Administrator's costs and fees) shall be paid to the LWDA in accordance with the terms of the Agreement. The remaining 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the terms of the Agreement.

8. The Court approves the form of notice to members of the Aggrieved Employees attached to the Agreement as Exhibit A and directs the Settlement Administrator to ensure that notice is distributed to Aggrieved Employees along with a settlement check in an amount equal to each Aggrieved Employee's individual Aggrieved Employee Settlement Share, as calculated in accordance with the terms of the Agreement.

9. Each individual Aggrieved Employee Settlement Share check mailed to an Aggrieved Employee shall be valid for 180 days from the date of issuance. At the end of the 180-day period, the funds represented by any uncashed checks shall be paid by the Settlement Administrator to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Aggrieved Employee to whom the uncashed individual Aggrieved Employee Settlement Share check was drafted.

10. Upon entry of this Order, and upon all additional conditions being met by the Parties as outlined in the Agreement, this Action shall be dismissed with prejudice. Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in the Agreement, Plaintiffs, individually and as representatives acting as proxies or agents of the

1 LWDA, a state of California Executive Branch Agency, and all Aggrieved Employees, and the
2 State of California shall be deemed to have fully, finally, and forever released, relinquished, and
3 discharged each and all of the Released Parties from any and all claims, demands, rights,
4 liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA
5 Period and that were asserted in Plaintiffs' LWDA Notice or the Action as well as those that
6 could have been alleged in the Action based on the facts contained therein, including, without
7 limitation, Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510,
8 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, 2699(f),
9 (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not
10 limited to, Order No. 5-2001. Plaintiffs and the Aggrieved Employees shall be deemed to have
11 acknowledged and agreed that their claims in this Action are disputed, and that the payments set
12 forth in this Agreement constitute payment of all sums allegedly due to Plaintiffs, the LWDA,
13 and the Aggrieved Employees arising from the PAGA Claims and constitute settlement of all
14 PAGA Claims.

15 11. Neither the Settlement, nor any of the terms set forth in the Agreement, is an
16 admission of liability by the Released Parties, nor is the Court's instant Order a finding as to the
17 validity of any claims in the Action or of any wrongdoing by the Released Parties.

18 12. This Order is intended to be a final disposition of the Action in its entirety, and is
19 intended to be immediately appealable.

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1 13. This Court shall retain exclusive and continuing jurisdiction over the Action and
2 the Parties for purposes of enforcing and interpreting this Order, the Agreement, and the
3 settlement funding and distribution process.

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5 **IT IS SO ORDERED.**

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7 Dated: _____, 2023

HON. KENNETH MEDEL
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **March 17, 2023**, in the case of *Milar, et al. v. Socal Food Group, L.P. d/b/a Del Taco*, San Diego Superior Court Case Number 37-2021-00018665-CU-OE-CTL, I served the foregoing document(s):

[PROPOSED] ORDER FOR JUDICIAL APPROVAL OF THE PARTIES' PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

on the interested party(ies) below, using the following means:

Beth A. Kahn, Esq.
Ryan C. McKim, Esq.

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| ☒ | (BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties. |
| ☒ | (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. |



JOEY GONZALEZ