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Attorneys for Plaintiff(s),  
RAMONA SILVA-HEREDIA, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
(UNLIMITED JURISDICTION)**

RAMONA SILVA-HEREDIA, on behalf of  
herself, all others similarly situated, the general  
public, and as an “aggrieved employee” on  
behalf of other “aggrieved employees” under  
the Labor Code Private Attorneys General Act  
of 2004,

*Plaintiff(s),*

vs.

TACOS LOS DESVELADOS, a California  
corporation; TACOS LOS DESVELADOS  
GLENDALE, INC., a California corporation;  
TACOS LOS DESVELADOS WEST  
COVINA, INC., a California corporation;  
TACOS LOS DESVELADOS WHITTIER,  
INC., a California corporation; ADOLFO  
VALENZUELA; and DOES 1–50, inclusive,

*Defendant(s).*

**FILED**  
Superior Court of California  
County of Los Angeles

03/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

Case No.: 21STCV11103

**FIRST AMENDED-~~PROPOSED~~ FINAL  
ORDER AND JUDGMENT APPROVING  
CLASS SETTLEMENT**

**Hearing Information**

Action filed: 03/19/2021  
Hearing Date: 03/07/2024  
Hearing Time: 10:30 a.m.  
Hearing Dept: 1, The Honorable Stuart  
M. Rice

Electronically Received 03/15/2024 09:52 AM



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1 This matter came on for hearing on March 7, 2024 at 10:30 a.m. in Department 1 of the  
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement  
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Class Action  
4 and PAGA Settlement Agreement and Class Notice (the "Settlement") filed herewith which  
5 provides for a Gross Settlement Amount ("GSA") of \$200,000.00 in compromise of all disputed  
6 claims on behalf of current and former hourly employees employed by Defendants Tacos Los  
7 Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc.,  
8 Tacos Los Desvelados Whittier, Inc., and Adolfo Valenzuela (collectively "Defendants") who  
9 worked in California during the Class Period. All capitalized terms used herein shall have the  
same meaning as defined in the Settlement.

10 In accordance with the Court's prior ruling granting Preliminary Approval of Class  
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and  
12 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having  
13 received and considered the Settlement, the supporting papers filed by the Parties, and the  
14 evidence and argument received by the Court in conjunction with the motions for preliminary  
15 and final approval of the Settlement, the Court grants final approval of the Settlement and  
16 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING  
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all  
19 Parties to the Action, including all Class Members who did not request to be excluded from the  
20 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of  
21 Class Action Settlement of November 03, 2023, the Class Notice was sent to each Class Member  
22 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the  
23 Settlement, their right to receive their proportional share of the Settlement, their right to request  
24 exclusion, their right to comment upon or object to the Settlement, and their right to appear in  
25 person or by counsel at the final approval hearing and be heard regarding final approval of the  
26 Settlement. Adequate periods of time were provided by each of these procedures. No member  
27 of the Class presented written objections to the proposed Settlement as part of this notice  
process, stated an intention to appear, or actually appeared at the final approval hearing.

2. For purposes of this Settlement, the "Class" means all persons employed by  
Defendants in California and classified as hourly, non-exempt who worked for Defendants



1 during the Class Period. The “Class Period” means the period of time from March 19, 2017,  
2 through May 31, 2022.

3 3. The Court finds and determines that the notice procedure afforded adequate  
4 protections to Class Members and provides the basis for the Court to make an informed decision  
5 regarding final approval of the Settlement based on the responses of Class Members. The Court  
6 finds and determines that the notice provided in this case was the best notice practicable, which  
satisfied the requirements of law and due process as to all persons entitled to such notice.

7 4. **Release by Plaintiff and Class Members.** Effective on the date when  
8 Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes  
9 owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and  
10 Class Counsel will release claims against all Released Parties as follows:

11 Plaintiff’s Release: In addition to the Released Class Claims and Released PAGA Claims  
12 described below, Plaintiff and her respective former and present spouses,  
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns  
14 generally, release and discharge Released Parties from all claims, demands, rights,  
15 liabilities and causes of action of every nature and description whatsoever, whether  
16 known or unknown, asserted or that might have been asserted, whether in tort, contract,  
17 or for violation of any state or federal statute, rule, law or regulation arising out of,  
18 relating to, or in connection with any act or omission of the Released Parties through the  
19 date of full execution of this Settlement Agreement in connection with his or her  
20 employment or the termination thereof. (“Plaintiff’s Release.”) Plaintiff’s Release does  
21 not extend to any claims or actions to enforce this Agreement, or to those rights that as  
22 a matter of law cannot be waived, including, but not limited to any claims for vested  
23 benefits, unemployment benefits, disability benefits, social security benefits, or workers’  
24 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may  
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff now  
26 knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and  
27 remain effective in all respects, notwithstanding such different or additional facts or  
Plaintiff’s discovery of them.

Plaintiff’s Waiver of Rights Under California Civil Code Section 1542: For purposes of  
Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and



benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint, and ascertained in the course of the Action, that arose during the Class Period including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims by Aggrieved Employees: All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or

1 Non Participating Class Members, are deemed to release, on behalf of themselves and  
2 their respective former and present representatives, agents, attorneys, heirs,  
3 administrators, successors, and assigns, the Released Parties from all claims demands,  
4 rights, liabilities and causes of action under the California Labor Code Private Attorneys  
5 General Act that were alleged, or reasonably could have been alleged, based on the  
6 claims asserted in the Operative Complaint, the PAGA Notice and ascertained in the  
7 course of the Action arising during or with respect to the PAGA Period. ("Released  
8 PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved  
9 Employees, and the State of California, and shall bar by res judicata any claim under the  
10 PAGA brought by any person, including the Aggrieved Employees, on behalf of the  
11 State of California, as to any claims predicated on the Released PAGA Claims.

(Settlement Agreement ¶ 6)

12 5. The Court further finds and determines that the terms of the Settlement are fair,  
13 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and  
14 provisions of the Settlement, including the release of claims contained therein, should be and  
15 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement  
16 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class  
17 Period, all Class Members are hereby deemed to have waived and released all Released Claims  
18 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees  
19 as fully set forth in the Settlement. No objections, disputes or requests for exclusion were  
20 received by the Parties or the Court through the date of this Final Order and Judgment.

21 6. The Court finds and determines that (a) the Individual Class Payment to be paid  
22 to Participating Class Members and (b) the \$3,000.00 payment to the LWDA for the PAGA  
23 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,  
24 California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and  
25 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts  
26 be made to the Participating Class Members and to the California Labor & Workforce  
27 Development Agency, in accordance with the terms of the Settlement.

7. The Court further grants final approval to and orders that the following payments  
be made in accordance with the terms of the Settlement:

a. A Class Counsel Fees Payment in the amount of \$66,666.00 for



1 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$15,000.00  
2 to Class Counsel;

3 b. \$5,000.00 as a Class Representative Service Payment payable to Plaintiff  
4 Ramona Silva-Heredia for her service as the class representative;

5 c. \$12,500.00 in Administrator's fees payable to Phoenix Settlement  
6 Administrators for its services as the Administrator;

7 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the  
8 LWDA; and

9 e. Employer-side payroll taxes (to be paid in addition to the Gross  
10 Settlement Amount by Defendant).

11 8. The Net Settlement Amount available to pay Settlement Class Members amounts  
12 to \$96,834.00 and was determined by subtracting the requested Class Counsel Fees Payment  
13 (\$66,666.00), Class Counsel Litigation Expenses Payment (\$15,000.00), requested Class  
14 Representative Service Payment to Plaintiff Silva-Heredia (\$5,000.00), the PAGA Allocation  
15 (\$4,000.00), and the requested Administration Expenses Payment (\$12,500.00) from the Gross  
16 Settlement Amount (\$200,000.00).

17 9. The settlement administration shall proceed as directed in the Settlement, and no  
18 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without  
19 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction  
20 of all matters relating to the interpretation, administration, implementation, effectuation and  
21 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule  
22 of Court 3.769(h).

23 10. Defendants shall fund the Gross Settlement Amount, and also fund the amounts  
24 necessary to fully pay Defendants' share of payroll taxes, in three installments by transmitting  
25 the funds to the Administrator and there will be a proportionate distribution by the Administrator  
26 to the Class within 60 days of each installment payment as follows:

27 (1) First installment of \$66,666.00 due within 60 days of the Court's order giving  
final approval of the Settlement or the Effective Date, whichever comes later. This is expected  
to take place on or about July 22, 2024. The distribution to the Class will take place within 60  
days after the first installment payment, expected to be on or about September 20, 2024.

(2) Second installment of \$66,667.00 due within one year of the Court's order



1 giving final approval of the Settlement or the Effective Date, whichever comes later. This is  
2 expected to take place on or about May 21, 2025. The distribution to the Class will take place  
3 within 60 days after the second installment payment, expected to be on or about July 21, 2025;  
4 and

5 (3) Third installment of \$66,667 due within 2 years of the Court's order giving  
6 final approval of the Settlement or the Effective Date, whichever comes later. The distribution  
7 to the Class will take place within 60 days after the third installment payment, expected to be  
8 on or about July 20, 2026.

9 Class Counsel will only receive their fees proportionally to the amounts received by the Class.  
10 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
11 Payment and the Class Representative Service Payment shall not precede disbursement of  
12 Individual Class Payments and Individual PAGA Payments. The Administrator will disburse  
13 the entire Gross Settlement Amount without asking or requiring Participating Class Members  
14 or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross  
15 Settlement Amount will revert to Defendant.

16 11. If Defendants fail to timely make an installment payment as set forth in this  
17 Agreement, Defendants shall have fourteen (14) calendar days from the last day the payment is  
18 due to cure the untimely installment payment. Defendants shall make any payment under this  
19 provision pursuant to the Settlement Administrator's electronic transfer instructions.  
20 Defendants' payment obligations with respect to the Gross Settlement Amount, Defendants'  
21 share of payroll taxes, and to any cure shall be met upon initiating the electronic transfer of  
22 funds to the Administrator, pursuant to the Administrator's instructions. In the event of an  
23 unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve  
24 the issues.

25 12. Defendants' payment of such sums shall be the sole financial obligation of  
26 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,  
27 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and  
expenses. No funds shall be distributed for fees, costs or incentive awards in advance of the  
class members being paid absent further order of court.

13. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have  
one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement



1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Settlement  
2 Administrator shall remit any amounts from Voided Settlement Checks and otherwise  
3 unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date  
4 of entry of the initial judgement, to the California Controller's Unclaimed Property Fund.

5 14. The Parties shall file a final accounting report by January 4, 2027. A  
6 nonappearance case review re submission of a final report is scheduled for January 11, 2027, at  
7 4:00 p.m. in Department 1. This report will summarize all distributions made pursuant to the  
8 approved settlement, supported by declaration.

9 15. Nothing in this Final Order and Judgment shall preclude any action to enforce  
10 the Parties' obligations under the Settlement or hereunder, including the requirement that  
11 Defendants deposit funds for distribution by the Administrator to participating Class Members  
12 in accordance with the Settlement.

13 16. The Court hereby enters final Judgment in this case in accordance with the terms  
14 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,  
15 and this Final Order and Judgment.

16 17. The Parties are hereby ordered to comply with the terms of the Settlement.

17 18. The Parties shall bear their own costs and attorneys' fees except as otherwise  
18 provided by the Settlement and this Final Order and Judgment.

19 19. The Settlement is not an admission by Defendants nor is this Final Order and  
20 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by  
21 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used  
22 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order  
23 and Judgment, Settlement, any document referred to herein, any exhibit to any document  
24 referred to herein, any action taken to carry out the Settlement, nor any negotiations or  
25 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an  
26 admission or concession with regard to, the denials or defenses of Defendants, and shall not be  
27 offered in evidence in any proceeding against the Parties hereto in any Court, administrative  
28 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
29 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,  
30 and any other papers and records on file in the Action may be filed in this Court or in any other  
31 litigation as evidence of the settlement by Defendants to support a defense of res judicata,



1 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to  
2 the Released Class Claims and the Released PAGA Claims

3 20. This document shall constitute a Judgment for purposes of California Rule of  
4 Court 3.769(h).

5 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

6 Date: March 15, 2024



/s/ Judge Stuart M. Rice

The Honorable Stuart M. Rice  
Judge of the Superior Court



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**PROOF OF SERVICE**

State of California,  
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 1801 Century Park East, Los Angeles, CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On March 15, 2024, I served the foregoing document described as

**1. PROPOSED ORDER COVER SHEET WITH FIRST AMENDED [PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT.**

on interested parties by placing a true and correct copy thereof enclosed in a sealed envelope, with postage fully prepaid, addressed as follows:

**Roxana E. Verano, Esq.  
Landegger Verano & Davis, ALC  
15760 Ventura Blvd.  
Ste 1200  
Encino CA 91436  
roxana@landeggeresq.com**

XXXX (BY ELECTRONIC SERVICE) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE**.

EXECUTED on March 15, 2024, at Burbank, California.

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

  
\_\_\_\_\_  
Nora Greer