

FILED
Superior Court of California
County of Los Angeles

SEP 20 2022

Sherril R. Carter, Executive Officer/Clerk
By  Deputy
Jamie Jones

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

GRICELDA LOPEZ, individual, on behalf
of the State of California, as private
attorney general, and on behalf of all
aggrieved employees

Plaintiff,

vs.

KAAB, INC., a California corporation;
SOPHIE'S RB LLC d/b/a RIVEA HOUSE,
a California limited liability company; and
610 AVENIDA VICTORIA
RESTAURANT, LLC d/b/a PIERSIDE
KITCHEN + BAR, a California limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV28238

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT AND ENTERING
JUDGMENT**

Hearing

Date: September 20, 2022
Time: 8:30 a.m.
Courtroom: Dept. 37
Judge: Honorable Gail Killefer.

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

2 Having reviewed and considered the Joint Stipulation of PAGA Action Settlement and
3 Release of Claims and Amendment thereto ("Settlement Agreement"), Motion for Order
4 Approving Settlement Pursuant to the Labor Code Private Attorneys General Act, the Declaration
5 of Lonny Osterman in Support Thereof, and good cause appearing for the same, it is hereby
6 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

7 1. The Court grants approval of the Settlement based upon the terms set forth in the
8 Settlement Agreement and Amendment thereto filed with the Declaration of Lonny Osterman in
9 support of Plaintiff's motion for approval. The settlement set forth in the Settlement Agreement
10 appears to be fair, adequate and reasonable in light of the risks involved in the case.

11 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly
12 set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used
13 herein shall have the same meaning as defined in the Settlement Agreement.

14 3. This Court has jurisdiction over the subject matter of this Action, and over all
15 Parties to this Action, including Plaintiff Gricelda Lopez ("Plaintiff"), the State of California, and
16 all PAGA Members.

17 4. The PAGA Members included in the Settlement shall include "all current and
18 former hourly-paid non-exempt employees of Defendants who were employed by Defendants in
19 California at any time between April 23, 2020, and August 2, 2021.

20 5. The Court designates ILYM Group, Inc. ("ILYM") as the third-party Settlement
21 Administrator for mailing the PAGA Members cover letters, distribution of the Gross Settlement
22 Amount, and other duties set forth in the Settlement.

23 6. Within fourteen (14) days of the entry of this Order and Judgment, Defendants are
24 ordered to provide ILYM with the PAGA Members contact information.

25 7. Within thirty (30) days of the Effective Date (as defined in the Agreement),
26 Defendants are hereby ordered to deposit the Gross Settlement Amount of fifteen thousand dollars
27 (\$15,000.00) into the Settlement Account established by ILYM.

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1 8. Within fourteen (14) days of receipt of the Gross Settlement Amount from
2 Defendants, ILYM shall distribute the Gross Settlement Amount as provided in the Settlement
3 and set forth below:

- 4 a. Five Thousand Dollars (\$5,000) in attorneys' fees to Lawyers for Employee and
5 Consumer Rights from the Gross Settlement Amount for and complete satisfaction of
6 any and all attorneys' fees incurred by and/or owed to Plaintiff's Counsel related to
7 the Action.
- 8 b. Litigation costs not to exceed the amount of One Thousand Dollars (\$1,000) from the
9 Gross Settlement Amount to Lawyers for Employee and Consumer Rights as final
10 payment for and complete satisfaction of any and all costs incurred by and/or owed to
11 Plaintiff's Counsel related to the Action;
- 12 c. One Thousand Five Hundred Dollars (\$1,500.00) to Plaintiff from the Gross
13 Settlement Amount, as a service award to compensate her for her services in
14 prosecuting the Action and performing work in support of the Action;
- 15 d. One Thousand Dollars (\$1,000.00) to the Settlement Administrator, ILYM Group, Inc.
16 from the Gross Settlement Amount for administration expenses incurred by the
17 Settlement Administrator; and
- 18 e. The Net Settlement Amount remaining after the deduction of these payments shall be
19 distributed to the California Labor and Workforce Development Agency ("LWDA")
20 and PAGA Members. 75% of the Net Settlement Amount shall be distributed to the
21 LWDA. 25% of the Net Settlement Amount shall be distributed to the PAGA
22 Members on a pro rata basis based on the number of Pay Periods worked by each
23 PAGA Member during the PAGA Period. ILYM shall mail each PAGA Member their
24 PAGA Payment Share check along with the Notice of Representative Action
25 Settlement included as Exhibit A to the Settlement Agreement.

26 9. All checks to the PAGA Members shall remain valid and negotiable for 180 days
27 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180
28 days of mailing, those funds shall be transmitted to the Controller of the State of California to be

1 held pursuant to the Unclaimed Property Law, California Code of Civil Procedure § 1500, et seq.
2 in the names of those PAGA Members who did not cash their checks until such time they claim
3 their property.

4 10. Upon the funding of the Gross Settlement Amount, Plaintiff, the
5 LWDA, and the PAGA Members, will fully and finally release and discharge Defendants KABB,
6 Inc., Sophie's RB, LLC dba Riviera House, and 610 Avenida Victoria Restaurant, LLC dba
7 Pierside Kitchen + Bar, as named by Plaintiff in the operative complaint, and their past, present
8 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
9 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
10 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
11 venturers from any and all claims for the recovery for civil penalties, attorneys' fees and costs
12 permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to
13 have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA
14 Notice, including unpaid straight and overtime wages (including any work off-the-clock), failure
15 to provide reporting time pay, failure to pay employees all minimum wages and overtime wages
16 owed including by failing to pay all overtime and double time at the correct regular rate of pay,
17 failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed
18 for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or
19 resignation; failure to timely pay wages within the times permissible under Labor Code section
20 204; failure to provide complete and accurate wage statements;; failure to keep complete and
21 accurate payroll records; failure to reimburse necessary business-related expenses; including
22 penalties arising from violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
23 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, (the "Released Claims") that
24 arose at any time during the PAGA Period.

25 11. The Court finds that Plaintiff gave notice to the California Labor Workforce and
26 Development Agency ("LWDA") and to Defendants of her intention to pursue claims for civil
27 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
28 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving

1 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
2 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those
3 claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that
4 the LWDA has not expressed any objection to the proposed settlement. Accordingly, this
5 Judgment also bars the LWDA, or any other agency of the State of California, or any person
6 acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages due
7 to PAGA Members, to the extent those penalties or unpaid wages arise out of the Released Claims
8 or the facts giving rise to those claims that arose during the PAGA Period. *Arias v. Super. Ct.*, 46
9 Cal.4th 969, 985-986 (2009).

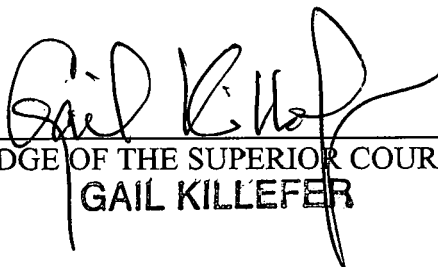
10 12. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
11 California Labor and Workforce Development Agency within ten (10) calendar days of entry of
12 the Judgment.

13 13. Without affecting the finality of this Order and Judgment, the Court shall retain
14 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
15 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
16 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
17 arising with or with respect to the interpretation, enforcement, or implementation of the
18 Settlement Agreement shall be presented to the Court for resolution.

19 *The case is dismissed.*

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

21 DATED: 9/20/2022

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23 JUDGE OF THE SUPERIOR COURT
24 GAIL KILLEFER
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