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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

DESTINY HENDERSON-HUDGINS,
individually and on behalf of herself and all
others similarly situated,

Plaintiff,

v.

BUBBA GUMP SHRIMP CO.
RESTAURANTS, INC., a Delaware
Corporation, and DOES 1-50, inclusive.

Defendants.

Case No.: 21CV002050

Assigned for All Purposes:
Hon. Carrie M. Panetta
Dept. 14

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AGREEMENT**

Date: October 17, 2025
Time: 8:30 a.m.
Dept: 14

Complaint Filed: June 25, 2021
Trial Date: None Set

1 This matter came before the Court on October 17, 2025 at 8:30 a.m. on Plaintiff Destiny
2 Henderson-Hudgins and Plaintiff Edwin Rodriguez Hernandez's ("Plaintiffs") Motion for
3 Approval of PAGA Settlement Agreement (the "Approval Motion"). Having considered the
4 Private Attorneys General Act Settlement Agreement ("Settlement") reached between Plaintiffs
5 and Defendants Bubba Gump Shrimp Co. Restaurants, Inc. and Landry's Payroll, Inc.
6 ("Defendants") (collectively with Plaintiffs, the "Parties"), the Approval Motion, the supporting
7 papers filed by Plaintiffs, and the evidence and argument received by the Court, the Court grants
8 approval of the Settlement and HEREBY ORDERS THE FOLLOWING:

9 1. Except as otherwise specified in this Order Granting Approval of PAGA Settlement
10 Agreement ("Order"), the Court hereby adopts and incorporates by reference the terms and
11 conditions of the Settlement. A copy of the Settlement is attached to this Order as **Exhibit 1**.
12 Except as otherwise defined in this Order, all capitalized terms have the same meaning as defined
13 in the Settlement.

14 2. The Court has jurisdiction over this litigation, over all Aggrieved Employees, and
15 over those persons undertaking affirmative obligations under the Settlement.

16 3. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"),
17 Cal. Lab. Code §§ 2699(1)(2), (1)(4), the California Labor Workforce and Development Agency
18 ("LWDA") has been provided notice of the settlement. In particular, on the date Plaintiffs filed the
19 Approval Motion, Plaintiffs submitted to the LWDA a Notice of Settlement enclosing a copy of
20 the Settlement. Plaintiffs' Notice of Settlement to the LWDA complied with the notice
21 requirements of PAGA. Confirmation of this Notice is attached as **Exhibit 3** to the Declaration of
22 James R. Hawkins.

23 4. The Settlement is approved as fair, reasonable, and adequate pursuant to Labor
24 Code section 2699. The Parties are directed to effectuate the Settlement according to its terms and
25 this Order.

26 5. The proposed PAGA settlement notice to Aggrieved Employees, attached as
27 **Exhibit 4** to the Declaration of James R. Hawkins, fairly and adequately describes the Actions,
28 the approved Settlement, and is the best notice practicable under the circumstances.

1 6. The Court approves the Release and Waiver of Claims by Aggrieved Employees as
2 set forth in Paragraph 5.1 of the Settlement.

3 7. Pursuant to Labor Code § 2699(l)(2), the Court approves (i) the Gross Settlement
4 Fund (\$400,000.00) for the resolution of claims brought under PAGA as to the Aggrieved
5 Employees and (ii) the methodology in the Settlement used to calculate the PAGA Payment,
6 including the portion of the PAGA Payment to be paid to the LWDA and the remaining portion to
7 be paid to the Aggrieved Employees on a pro rata basis via Individual PAGA Payments.

8 8. Under the terms of the Settlement, 75% of the PAGA Payment will be paid to the
9 State of California Labor Workforce Development Agency (“LWDA Payment”). The remaining
10 25% of the PAGA Payment shall be distributed to the Aggrieved Employees in accordance with
11 the terms of the Settlement. The Court authorizes the Settlement Administrator to pay the LWDA
12 and the Individual PAGA Payments in accordance with the terms of the Settlement.

13 9. The Court approves Apex Class Action (“Apex”) to act as the Settlement
14 Administrator and authorizes the Settlement Administrator to calculate and pay the LWDA
15 Payment and the Individual PAGA Payments, in accordance with the terms of the Settlement. The
16 Court approves payment to the Settlement Administrator of its actual fees and costs in accordance
17 with the terms of the Settlement in the amount of \$15,000.00.

18 10. The Court awards PAGA Counsel’s attorneys’ fees in the amount of 35% of the
19 Gross Settlement Fund, or \$140,000.00, and actual litigation costs of \$22,611.81. The Court
20 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
21 the Settlement.

22 11. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
23 for 180 calendar days after issuance. Funds remaining from any checks for Individual PAGA
24 Payments uncashed after 180 days will be transmitted to the California State Controller’s Office,
25 Unclaimed Property Division, to be held in the name of the Aggrieved Employee.

26 12. Within 14 calendar days after the completion of the Settlement Administration
27 proceedings as provided in the Settlement, the Settlement Administrator will serve a written
28 certificate of completion on counsel for the Parties. Within 14 calendar days after receipt of the

1 written certificate of completion, Plaintiffs shall submit to the Court a declaration confirming that
2 the Gross Settlement Fund has been paid and distributed in accordance with the Settlement and
3 this Order.

4 13. The Settlement covers all Aggrieved Employees, defined as all current and former
5 hourly non-exempt employees who are or were employed by and worked for Defendant Bubba
6 Gump Shrimp Co. Restaurants, Inc. in the State of California at any time during the Settlement
7 Period. The "Settlement Period" shall mean the period from April 21, 2020 to the date that the
8 Court signs this Order approving the Settlement

9 14. Without affecting the finality of this Order, the Court retains exclusive and
10 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
11 and enforcing this Order.

12 15. Nothing in this Order or the Settlement shall be construed as an admission or
13 concession by any party. The Settlement and this resulting Order simply represent a compromise
14 of disputed allegations.

15 16. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10)
16 calendar days of the date of this Order.

17 17. Except as otherwise provided in the Settlement and this Order, the Parties shall bear
18 their own costs, expenses, and attorney fees incurred in connection with the Action.

19 **IT IS SO ORDERED:**

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21 DATED: _____

22 Honorable Carrie M. Panetta
23 Judge of the Superior Court
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