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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

ANA RAYOS, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

RESTAURANT LEADERSHIP GROUP,
LLC, an unknown business entity and DOES 1
through 100, inclusive,

Defendant.

Case No. CVRI2000689

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL FEES
AND LITIGATION EXPENSES PAYMENT
AND CLASS REPRESENTATIVE SERVICE
PAYMENT**

Date: February 19, 2025
Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

1 Plaintiff Ana Rayos (“Plaintiff”) motion for an order finally approving the First Amended
2 Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”), attached as Exhibit
3 “1” to the Declaration of Vartan Madoyan, Esq, in support of Plaintiff’s Motion for Final Approval
4 of Class Action and PAGA Settlement filed on January 23, 2025, and Motion for Class Counsel
5 Fees and Litigation Expenses Payment and Class Representative Service Payment, duly came on
6 for hearing on February 19, 2025, before the above-entitled Court. Zakay Law Group, APLC, JCL
7 Law Firm, APC, and Lawyers for Justice, P.C. appeared on behalf of Plaintiff Ana Rayos
8 (“Plaintiff”). Atkinson, Andelson, Loya Ruud & Romo, APLC, appearing as counsel for defendant
9 Restaurant Leadership Group, LLC (“Defendant”).

10 **I.**

11 **FINDINGS**

12 Based on the oral and written arguments and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All capitalized terms used herein shall have the same meaning as defined in
15 the Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of Riverside (“Court”), Case No. CVRI2000689,
18 entitled *Ana Rayos v. Restaurant Leadership Group, LLC*, and over all Parties to this litigation,
19 including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On October 30, 2024, the Court granted preliminary approval of the
22 Settlement (“Preliminary Approval Order”). At the same time, the Court approved conditional
23 certification of the Class for settlement purposes only. The Court confirms this Order and finally
24 approves the Settlement and the certification of the Class for settlement purposes.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class mail to the Class Members at their last known addresses on or about December
28 6, 2024. Mailing of the Notice Packet to their last known addresses was the best notice practicable

1 under the circumstances and was reasonably calculated to communicate actual notice of the
2 litigation and the proposed settlement to the members of the Class Members. The Court finds that
3 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.
4 The Notice Packet given to the Class Members fully and accurately informed the Class Members of
5 all material elements of the proposed Settlement and of their opportunity to object to or comment
6 thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class
7 Members; and complied fully with the laws of the State of California, the United States Constitution,
8 due process and other applicable law. The Notice Packet fairly and adequately described the
9 Settlement and provided Class Members adequate instructions and a variety of means to obtain
10 additional information.

11 5. The Response Deadline for opting out or objecting was January 20, 2025.
12 There was an adequate interval between notice and deadline to permit Class Members to choose
13 what to do and act on their decision. A full opportunity has been afforded to the Class Members to
14 participate in this hearing, and all Class Members and other persons wishing to be heard have been
15 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
16 proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did
17 not timely and properly submit a request for exclusion are bound by the Settlement and this Final
18 Approval Order and Judgment. There is *one* opt-out and *zero* objections to the Settlement.
19 Therefore, 99.97% of the Class Members will be participating in the Settlement and will be sent
20 Individual Class Payments. Aggrieved Employees will also be bound by the Settlement and be sent
21 their Individual PAGA Payment, as applicable under the Agreement.

22 **Fairness Of the Settlement**

23 6. The Agreement provides for a Gross Settlement Amount of \$2,000,000.00.
24 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
25 Cal.App.4th 1794, 1801.)

26 a. The settlement was reached through arms-length bargaining between
27 the Parties during and after a full-day mediation with the Paul Grossman, Esq. There is no evidence
28 of any collusion between the Parties in reaching the proposed settlement.

1 b. The Parties' investigation and discovery have been sufficient to allow
2 the Court and counsel to act intelligently.

3 c. Counsel for all parties are experienced in similar employment class-
4 action and PAGA litigation and have previously settled similar class and PAGA claims. All counsel
5 recommended approval of the Settlement.

6 d. The percentage of objectors and requests for exclusion is less than one
7 percent. No objections were received. One total request for exclusion was received. The name of
8 the Class Member who requested exclusion is Erick Ricardez.

9 e. The participation rate is high. 99.97% of Class Members will be
10 participating in the Settlement and will be sent settlement payments.

11 7. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
13 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
14 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
15 litigation and the delays which would ensue from continued prosecution of the Action.

16 8. The Agreement is finally approved as fair, adequate, and reasonable and in
17 the best interests of the Settlement Class Members.

18 **PAGA Payment**

19 9. The Agreement provides for a PAGA Payment in the amount of \$400,000.00.
20 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
21 the allocation of \$300,000.00 to the Labor and Workforce Development Agency ("LWDA PAGA
22 Payment") and \$100,000.00 to Aggrieved Employees ("Individual PAGA Payment") is fair and
23 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
24 Cal.App.5th 56. The LWDA received notice of the Settlement as required under applicable law and
25 did not object to the Settlement.

26 **Class Counsel Fees and Litigation Expenses Payment**

27 10. The Agreement provides for a Class Counsel Fees and Litigation Expenses
28 Payment in the amount of up to Seven Hundred Thirty Thousand Dollars and Zero Cents

1 (\$730,000.00). Subject to Court approval, the Class Counsel Fees and Litigation Expenses Payment
2 consists of attorneys' fees equal to thirty-five percent (35%) of the Gross Settlement Amount, or
3 Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and reimbursement of costs and
4 expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00).

5 11. A Class Counsel Fees and Litigation Expenses Payment of Seven Hundred
6 Thirty Thousand Dollars and Zero Cents (\$730,000.00) comprised of attorneys' fees in the amount
7 of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and reimbursement of actually
8 incurred costs and expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00)
9 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
10 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
11 thirty-five percent of the common fund, which is reasonable and at the low end of the range for fee
12 awards in common fund cases and is supported by Class Counsel's lodestar.

13 **Class Representative Service Payment**

14 12. The Agreement provides for a Class Representative Service Payment of up
15 to Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Plaintiff, subject to the Court's
16 approval. The Court finds that the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00)
17 to Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
18 action litigation.

19 **Settlement Administration Expenses**

20 13. The Agreement provides for Settlement Administration Expenses to be paid
21 in an amount not to exceed \$21,000.00. The Declaration of the Settlement Administrator provides
22 that the actual claims administration expenses were \$21,000.00. The amount of this payment is
23 reasonable in light of the work performed by the Settlement Administrator.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
27 ADJUDICATED AND DECREED:

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1 1. The Class is certified for the purposes of settlement only. The Settlement
2 Class is hereby defined to include all persons employed by Defendant in California and classified
3 as a nonexempt employee (“Class”) during the period between December 28, 2016, through March
4 12, 2024 (“Class Period”).

5 2. Every person in the Class who did not submit a timely and valid Request for
6 Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement
7 Administrator, that one of the Class Members opted-out of the Settlement. There were zero
8 objections. The name of the Class Member who opted out of the Settlement is Erick Ricardez.

9 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
10 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
11 this Order and the terms of the Agreement.

12 4. Any envelope transmitting a settlement distribution to a Class Member shall
13 bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Any
14 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
15 negotiable for one hundred eighty (180) days from the date of their issuance. The Settlement
16 Administrator shall mail a reminder postcard to any Class Member whose settlement distribution
17 check has not been negotiated within sixty (60) days after the date of mailing. If (i) any of the Class
18 Members are current employees of Defendant, (ii) the distribution mailed to those employees is
19 returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
20 Administrator is unable to locate a valid mailing address, Defendant will request that the currently
21 employed Class Member provide a corrected address and transmit to the Administrator any
22 corrected address provided by the Class Member.

23 5. Class Counsel are awarded Seven Hundred Thirty Thousand Dollars and Zero
24 Cents (\$730,000.00) for the Class Counsel Fees and Litigation Expenses Payment comprised of
25 thirty-five percent of the Gross Settlement Amount, or Seven Hundred Thousand Dollars and Zero
26 Cents (\$700,000.00) and litigation expenses in the amount of Thirty Thousand Dollars and Zero
27 Cents (\$30,000.00). The awarded fees will be paid as follows: (85% to Lawyers for Justice, PC;
28 7.5% to JCL Law Firm, APC; and 7.5% to Zakay Law Group, APLC. The awarded litigation

1 expenses shall be paid as follows: \$30,000.00 to Lawyers for Justice, P.C. Class Counsel shall not
2 seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of
3 the Class.

4 6. The payment of the Class Representative Service Payment to Plaintiff in the
5 amount of \$20,000.00 is approved.

6 7. The payment of \$21,000.00 to the Settlement Administrator for Settlement
7 Administration Expenses is approved.

8 8. The PAGA Payment of \$400,000.00 is hereby approved as fair, reasonable,
9 adequate and adequately protects the interests of the public and the LWDA. Twenty-Five percent
10 (25%) of the PAGA Payment (\$100,000.00) shall be allocated to the LWDA (“LWDA PAGA
11 Payment”). The remaining seventy-five percent (75%) of the PAGA Payment (\$300,000.00) shall
12 be distributed to the Aggrieved Employees (“Individual PAGA Payment”). Further, the Court finds
13 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
14 or collusion.

15 9. Final Judgment is hereby entered in this action. The Final Judgment shall
16 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
17 of Defendant from any and all claims, damages, or causes of action that arose during the Class
18 Period and which were alleged, or could have been alleged, by Plaintiff based on any of the factual
19 allegations contained in the operative complaint in the Action, including, but not limited to, claims
20 for unpaid minimum and overtime wages (including, *inter alia*, in connection with off-the-clock
21 work), claims related to non-compliant meal and rest breaks or periods and nonpayment of premium
22 pay for such, failure to comply with itemized employee wage statement provisions, failure to pay
23 wages due at separation and associated waiting time penalties, failure to timely pay wages during
24 employment, failure to maintain compliant time and payroll records, failure to reimburse for
25 business expenses, and unfair or unlawful business practices in violation of California Business and
26 Professions Code § 17200, *et seq.* based on the aforementioned. The Released Class Claims
27 specifically include, but are not limited to, all claims arising under, or through which Plaintiff may
28 seek recovery, including California Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 226,

1 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802
2 and the applicable Wage Order(s) of the California Industrial Welfare Commission, California
3 Business and Profession Code sections 17200, *et seq.*, California Code of Civil Procedure section
4 1021.5, and claims for attorney’s fees relating in any way to those claims alleged and mentioned in
5 the operative complaint(s) in the Action (“Released Class Claims”).

6 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
7 California, pursuant to the California Labor Code Private Attorneys’ General Act (“PAGA”) and
8 shall release Defendant from all claims for statutory penalties that could have been sought by the
9 Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA;
10 Plaintiff does not release any aggrieved employee’s individual claims for wages or damages.

11 11. The term “Aggrieved Employees” is hereby defined as a person employed by
12 Defendant in California and classified as a non-exempt employee during the PAGA Period. The
13 PAGA Period means the period between May 23, 2020, through March 12, 2024.

14 12. The Agreement is not an admission by Defendant, nor is this Final Approval
15 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
16 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
17 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
18 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
19 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
20 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
21 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
22 proceeding against Defendant by Plaintiff or vice versa in any court, administrative agency or other
23 tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this
24 Final Approval Order and Judgment, the Settlement, or any related agreement or release.
25 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
26 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records
27 on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
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1 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims
2 being released by the Settlement.

3 13. Notice of entry of this Final Approval Order and Judgment shall be given to
4 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
5 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
6 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
7 in the Notice Packet.

8 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 15. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
15 and all orders entered in connection herewith shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions as of before entering into the Agreement,
17 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the Action
19 could not be certified as a class action and/or managed as a representative action.

20 16. Except as set forth in the Agreement and this Final Approval Order and
21 Judgment, Plaintiffs, LWDA, Aggrieved Employees, and the Class shall take nothing in the Action.

22 17. The Parties are authorized, without further approval from the Court, to agree
23 to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits
24 attached thereto which are consistent with this Final Approval Order and Judgment and do not limit
25 the rights of the Parties or Class Members under the Agreement.

26 18. Each party shall bear its own attorneys' fees and costs, except as otherwise
27 provided in the Agreement and in this Final Approval Order and Judgment.

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1 19. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 20. A Final Report (Nonappearance) Hearing will be held on _____ at
5 ____a.m. Plaintiff will file a report concerning the amount of money distributed five (5) court days
6 in advance

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

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10 DATED: _____, 2025

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12 _____
13 Hon. Harold W. Hopp
14 Judge, Superior Court for the State of California,
15 County of Riverside
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