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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

PRIMITIVO PEREZ, an individual, and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

D&G RESTAURANTS, LLC, a California
limited liability company, doing business as
“Tavern House”,

Defendant.

CASE NO.: 30-2021-01209638-CU-OE-CXC
[Assigned to the Hon. Melissa R. McCormick
in Dept. CX104]

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

1 This matter having come before the Court on November 21, 2024 for a final approval
2 hearing pursuant to the Order of this Court dated June 29, 2023 granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms
4 set forth in the First Amended Joint Stipulation Re: Class and Representative Action Settlement
5 (collectively, “Settlement Agreement”) submitted in support of Motion for Preliminary Approval
6 of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes;
7 and due and adequate notice having been given to the Class Members as required by the
8 Preliminary Approval Order; and the Court having considered all papers filed and proceedings had
9 herein and otherwise being fully informed and good cause appearing therefor, it is hereby

10 **ORDERED, ADJUDGED AND DECREED** that:

11 1. The Motion for Final Approval of Class Action and Representative Action Settlement
12 is granted.

13 2. The definitions in the Settlement Agreement are incorporated by reference into this
14 Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. Distribution of the Notice of Settlement of Class Action Lawsuit (“Class Notice”)
19 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
20 forth herein have been completed in conformity with the Preliminary Approval Order, including
21 individual notice to all Class Members who could be identified through reasonable effort, and was
22 the best notice practicable under the circumstances. This Class Notice provided due and adequate
23 notice of the proceedings and of the matters set forth therein, including the proposed class
24 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
25 the Class Notice fully satisfied the requirement of due process.

26 5. One Class Member (Miriam Perez) opted out, no Class Members objected to the
27 settlement and no Class Members submitted Workweek Disputes.

28 6. The Court finds that the settlement is fair, reasonable and adequate and that plaintiff

1 Primitivo Perez (“Plaintiff”) has satisfied the standards and applicable requirements for final
2 approval of class action settlement under California law.

3 7. This Court hereby approves the class settlement set forth in the Settlement Agreement
4 and finds that the settlement is fair, adequate and reasonable and orders the parties to effectuate
5 the settlement according to its terms. The Court finds that the class is properly certified as a class
6 for settlement purposes only.

7 8. For settlement purposes only, the Court certifies the following class: all current and
8 former non-exempt, hourly paid employees who worked for D&G Restaurants, LLC doing
9 business as “Tavern House” at any time during the period between July 9, 2017 through June 29,
10 2023 (“Class Period”) in California (“Class Members”).

11 9. Nothing contained in this Settlement Agreement shall be construed or deemed in
12 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

13 10. Effective only upon the entry of this Order and Judgment granting Final Approval of
14 the Settlement and payment by Defendants to the Settlement Administrator Phoenix Class Action
15 Administration Solutions (“Phoenix”) of the full Gross Settlement Amount and Employers’ Taxes
16 necessary to effectuate the Settlement, Plaintiff, Participating Class Members, and Aggrieved
17 Employees release the Released Parties as described in the Settlement Agreement.

18 11. The Settlement Agreement provides for a “Gross Settlement Amount” of \$250,000.00.
19 From the Gross Settlement Amount individual settlement payments to Class Members, Court
20 approved attorneys' fees of \$75,000.00 and costs of \$16,162.56, Settlement Administrator costs of
21 \$7,250.00, a Service Award to Primitivo Perez of \$7,500.00, and PAGA penalties in the amount of
22 \$20,000.00, of which \$15,000.00 (75%) will be paid to the LWDA and \$5,000.00 (25%) will be
23 paid to Aggrieved Employees. The payment of the settlement funds by Defendant, as well as the
24 payment of individual settlement checks to Class Members and Employers’ Taxes, will be made
25 as set forth in the Settlement Agreement.

26 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
27 \$75,000.00, which is thirty percent (30%) of the Gross Settlement Amount and to be deducted
28 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$16,162.56

1 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
2 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
3 Agreement.

4 13. The Court hereby approves a service award to Plaintiff Primitivo Perez in the amount
5 of \$7,500.00. The Service Award will be paid to Plaintiff by the Settlement Administrator from
6 the Gross Settlement Amount as set forth in the Settlement Agreement.

7 14. The Court hereby approves the Settlement Administrator's costs in the amount of
8 \$7,250.00. The Settlement Administrator, Phoenix, shall be paid the costs of administration of the
9 settlement from the Gross Settlement Amount.

10 15. Except as expressly provided herein, the parties each shall bear all of their own fees
11 and costs in connection with this matter.

12 16. The Court approves Primitivo Perez as the Class and Private Attorneys General Act
13 representative.

14 17. The Court approves Jasmin K. Gill of J. Gill Law Group, P.C. and David D. Bibiyan
15 of Bibiyan Law Group, P.C as class counsel.

16 18. The Court approves Phoenix as the Settlement Administrator.

17 19. The Settlement Administrator is ordered to provide notice of the Final Judgment
18 entered in this Action by posting the same on its website for at least 180 days.

19 20. A Final Accounting Hearing is scheduled for April 10, 2025 at 9:00 a.m. in
20 Department CX104 of the Orange County Superior Court, Civil Complex Center. Plaintiff shall
21 file a final accounting report, that includes all information necessary for the Court to determine the
22 total amount actually paid to Class Members and any amounts tendered to the State Controller's
23 Office under the unclaimed property law, at least nine (9) court days before the Final Accounting
24 Hearing.

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1 21. Without affecting the finality of the Judgment in any way, the Court retains continuing
2 jurisdiction pursuant to California Code of Civil Procedure section 664.6 over the interpretation,
3 implementation and enforcement of the settlement and all orders and judgments entered in
4 connection therewith.

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

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8 Dated: December 9, 2024



Melissa R. McCormick
Judge of the Superior Court