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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

ERICK ULISSES FELIX individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

GEN RESTAURANT GROUP, LLC, a California
limited liability company; JAE CHANG,
individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV34502

Honorable Michelle Williams Court
Department 1

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND EXPENSES
PAYMENT, GENERAL RELEASE FEE, AND
ADMINISTRATION EXPENSES PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Expenses Payment, General
Release Fee, and Administration Expenses Payment;
Declaration of Plaintiff's Counsel (Joanna Ghosh);
and Declaration of Plaintiff (Erick Ulisses Felix)
filed concurrently herewith]

Reservation ID: 800250953782
Date: August 1, 2024
Time: 8:30 a.m.
Department: 1

Complaint Filed: September 17, 2021
Trial Date: None Set

1 This matter has come before the Honorable Michelle Williams Court in Department 1 of the Superior
2 Court of the State of California, for the County of Los Angeles, on August 1, 2024, at 8:30 a.m., on Plaintiff
3 Erick Ulisses Felix (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Expenses, General Release Fee,
5 and Administration Expenses (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for
6 Plaintiff and K&L Gates, LLP appeared for Defendants Gen Restaurant Group, LLC and Jae Chang.
7 (“Defendants”).

8 On or around November 30, 2024, Plaintiff and Defendants (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Joanna Ghosh and Plaintiff Erick Ulisses Felix, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendants with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 Any person who worked for any of the Defendants in California and classified as an hourly-paid
3 or non-exempt employee during the PAGA Period (“Aggrieved Employees”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Gross Settlement Amount (\$435,000.00) less the approved Attorneys’ Fees and
10 Expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and
11 Administration Expenses to ILYM Group, Inc. (the “Administrator”). Seventy-five percent (75%) of the
12 Net Settlement Amount shall be distributed to the LWDA (“LWDA PAGA Payment”) and twenty-five
13 percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance
14 with this Order and Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
16 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
17 administer the Settlement and to make the payments as provided for by, and consistent with, this Order and
18 Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$165,300.00 to Lawyers *for* Justice, PC for attorneys’
20 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
21 with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$10,000.00 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

25 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Erick Ulisses Felix for
26 his General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be
27 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

28 12. The Court approves payment up to the amount of \$8,000.00 to ILYM Group, Inc. for the
Administration Expenses. This amount shall be paid from the Gross Settlement Amount and shall be

disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. Within fifteen (15) calendar days of the Effective Date, Defendants will provide the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the Settlement Agreement.

15. No later than fifteen (15) calendar days of the Effective Date, Defendants shall deposit the Gross Settlement Amount into a qualified settlement account established by the Administrator for administration of the Settlement, in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Administrator shall distribute the Individual PAGA Payments checks to Aggrieved Employees, LWDA PAGA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys' Fees and Expenses to Plaintiff's Counsel, and payment to itself for the Administration Expenses, as provided for by this Order and Judgment and the Settlement Agreement.

17. The Individual PAGA Payments checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the Administrator to the California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee whose check is cancelled.

18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiff and Plaintiff's Counsel, and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the Released PAGA Claims.

19. "Released Parties" means Defendants Gen Restaurant Group, LLC and Jae Chang, and each of its and his former and present directors, officers, shareholders, owners, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and past or present employees.

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20. “Released PAGA Claims” means the claims being released by Plaintiff, and Plaintiff’s Counsel, and by the State of California and the LWDA with respect to the Aggrieved Employees, for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice. Such released claims specifically include but are not limited to PAGA penalties for: failure to pay overtime; failure to provide meal periods, and failure to pay associated premiums for missed, late, short or interrupted meal periods; failure to provide rest periods, and failure to pay associated premiums for missed, late, short or interrupted rest periods; failure to provide one day of rest in a seven-day work week; failure to pay minimum wages; failure to pay reporting time pay when employees were required to report to work, but were not put to work; failure to timely pay wages due upon termination; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses and costs; and violations of IWC Wage Orders 4-2001 and 5-2001, as well as all claims for attorney’s fees and costs, and interest under the Private Attorneys General Act

21. “PAGA Period” means the period April 6, 2020 to May 28, 2023.

22. “Effective Date” means the date by when all of the following have occurred: (i) the Court has held a settlement approval hearing and entered the Court’s Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding challenging the Final Order and/or Judgment has elapsed without any appeal, writ, intervention, or other proceeding having been filed; or (B) when any appeal, writ, intervention, or other proceeding challenging the Final Order and/or Judgment has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.

23. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

Date: _____

Honorable Michelle Williams Court
Judge of the Los Angeles Superior Court