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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

YASMINE RAMIREZ BARAHONA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

CARL’S JR. 800 INC., a California
corporation; BJ MART, LLC, an unknown
business entity; BR MART, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV20100
Related to Case No.: 21STCV33550

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 28, 2024
Time: 9:00 a.m.
Department: SSC6

Complaint Filed: May 27, 2021
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC-6 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 August 28, 2024 at 9:00 a.m. for Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez’s
4 (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees, Costs, and
5 Enhancement Award (“Motion for Final Approval”). Lawyers for Justice, PC appeared on behalf
6 of Plaintiff, and Bitton & Associates appeared on behalf of Defendants Carl’s Jr. 800 Inc., Carl’s
7 jr. 7140 Inc., BJ Mart, LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd (collectively,
8 “Defendants”).

9 On December 11, 2023, the Court entered the Order Granting Preliminary Approval of
10 Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
11 settlement of the following related actions: *Barahona v. Carl’s Jr. 800 Inc., et al.*, Los Angeles
12 County Superior Court Case No. 21STCV20100 (“*Barahona* Class Action”) and *Ramirez v. Carl’s*
13 *Jr. 800 Inc., et al.*, Los Angeles County Superior Court Case No. 21STCV33550 (“*Ramirez* PAGA
14 Action”) (together, “Actions”) in accordance with the Stipulation of Class Action and PAGA
15 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
16 exhibits annexed thereto, set forth the terms and conditions for settlement of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. This Order incorporated by reference the definitions in the Settlement
21 Agreement, and all capitalized terms used, but not defined, herein, shall have the same meanings
22 as in the Settlement Agreement.

23 2. This Court has jurisdiction over the claims of the Class Members asserted
24 in this proceeding and over all parties to the Actions.

25 3. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
27 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
28

1 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
2 hereby defined to include:

3 All current and former hourly-paid or non-exempt employees of Defendant in
4 California employed between May 27, 2017 through December 11, 2023
5 (“Class Member(s)” or “Settlement Class”).

6 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
7 Class Members, fully and accurately informed the Class Members of all material elements of the
8 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
9 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
10 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
11 fully with the laws of the State of California, the United States Constitution, due process and other
12 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
13 Class Members with adequate instructions and a variety of means to obtain additional information.

14 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Lawyers for Justice, PC (“Class Counsel”); that the Settlement is the
18 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
19 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
20 Court has considered all of the evidence presented, including evidence regarding the strength of
21 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
22 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
23 completed; and the experience and views of Class Counsel. The Court has further considered the
24 absence of objections to and requests for exclusion from the Class Settlement submitted by Class
25 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance
26 with the Settlement Agreement and the following terms and conditions.

27 6. A full opportunity has been afforded to the Class Members to participate in the
28 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been

1 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
2 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
3 who have not submitted a timely and validly Request for Exclusion from the Class Settlement
4 (“Settlement Class Members”), are bound by this order and judgment (“Final Approval Order and
5 Judgment”), and the State of California and all current and former hourly-paid or non-exempt
6 employees of Defendants in California employed between January 11, 2020 through December
7 11, 2023 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval
8 Order and Judgment.

9 7. The Court finds that payment of Settlement Administration Costs in the amount of
10 \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
11 notice and settlement administration process. It is hereby ordered that the Settlement
12 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$7,000.00, in
13 accordance with the terms and methodology set forth in the Settlement Agreement.

14 8. The Court finds that the Enhancement Award sought is fair and reasonable for the
15 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
16 Administrator issue payment in the amount of \$9,000.00 to Plaintiff Yasmine Ramirez Barahona
17 a/k/a Jasmine Ramirez for her Enhancement Award, according to the terms and methodology set
18 forth in the Settlement Agreement.

19 9. The Court finds that the allocation of \$75,000.00 toward penalties under the
20 California Private Attorneys General Act of 2004 (“PAGA Penalty Amount”), is fair, reasonable,
21 and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
22 Penalty Amount as follows: the amount of \$56,250.00 to the California Labor and Workforce
23 Development Agency (“LWDA Payment”) , and the amount of \$18,750.00 will be payable to the
24 Aggrieved Employees on a pro rata basis, based on Workweeks during the PAGA Period
25 (“Individual PAGA Payment”), according to the terms and methodology set forth in the Settlement
26 Agreement.

27 10. The Court finds that the request for attorneys’ fees in the amount of \$TBD to Class
28 Counsel falls within the range of reasonableness, and the results achieved justify the award sought.

The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$TBD to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$18,999.37 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$18,999.37 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court hereby orders that upon the Effective Date and full funding of Total Settlement Amount, Plaintiff and Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and the State of California and all Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

13. It is hereby ordered that within thirty (30) calendar days of receipt of the Settlement Administrator's accounting, Defendants will make a deposit of One Hundred Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$144,166.67), into a settlement amount to be established by the Settlement Administrator ("First Installment"). Within seven (7) months after payment of the First Installment, Defendants will make a second deposit of One Hundred Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$144,166.67), into an account to be established by the Settlement Administrator ("Second Installment"). Within seven (7) months after payment of the Second Installment, Defendants will make the third and final deposit of One Hundred Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$144,166.66), in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within seven (7) calendar days of the full funding of the Total Settlement Amount, the Settlement Administrator shall distribute payments due under the

1 Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to
2 Settlement Class Members; Individual PAGA Payments to Aggrieved Employees; (c) LWDA
3 Payment to the LWDA; (d) Enhancement Award to Plaintiff; (e) Attorneys' Fees and Costs to
4 Class Counsel; and (f) Settlement Administration Costs to itself, according to the methodology
5 and terms set forth in the Settlement Agreement.

6 15. Each Individual PAGA Payment and Individual PAGA Payment check shall be
7 valid and negotiable for one hundred eighty (180) calendar days from the date the checks are
8 issued, and thereafter, shall be canceled. Subject to Court approval, funds (and any interest accrued
9 thereon) associated with such canceled checks shall be transmitted to the *cy pres*, Bet Tzedek, in
10 accordance with accordance with California Code of Civil Procedure section 384.

11 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
12 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
13 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
14 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
15 any dispute arising from or in connection with the distribution of settlement benefits.

16 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Settlement Class Members and Aggrieved Employees by posting the Final Approval Order and
18 Judgement on the Settlement Administrator's website within (3) business days of receipt and shall
19 maintain the posting for sixty (60) calendar days. Individualized notice is not required.

20 18. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
21 Department SSC-6. Class Counsel shall submit a final accounting report regarding the status of
22 the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

23
24 Dated: _____

25 _____
26 Honorable Elihu M. Berle
27 Judge of the Superior Court
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