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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HECTOR LOPEZ, individually and on
behalf of other individuals similarly situated,

Plaintiff,

v.

SUNRISE FOODS, LLC dba JACK IN THE
BOX a California limited liability company,
and DOES 1 to 10, inclusive

Defendant.

CASE NO. 21STCV37647

[Assigned to Hon. Thomas D. Long, Dept. 48]

**~~PROPOSED~~ ORDER AND JUDGMENT
RE MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion, Declarations of Marcus J. Bradley, and
ILYM GROUP (Admin) and [Proposed] Order]*

Date: May 18, 2023

Time: 8:30 a.m.

Dept.:48

~~PROPOSED~~ ORDER AND JUDGMENT RE MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 **RECITALS**

2 Before the Court is the Motion for Approval of PAGA Settlement (the “Motion”) filed by
3 Plaintiff Hector Lopez in the above-captioned case seeking Court approval of the parties’ settlement
4 of this action (the “Settlement”) on the terms set forth in the Settlement Agreement and Release (the
5 “Settlement Agreement”). The Court has considered the Motion, including the declarations filed in
6 support thereof, the relevant legal authority, and the record in this case. Having jurisdiction and venue
7 to consider the Motion and the relief requested therein, the Court after due deliberation now makes
8 the following FINDINGS AND ORDERS:

9 **FINDINGS AND ORDERS**

10 1. Capitalized terms used in this Order that are not otherwise identified herein have the
11 meaning assigned to them in the Settlement Agreement.

12 **Definition of Aggrieved Employees**

13 2. The Court approves the settlement of the Private Attorney General Act (“PAGA”)
14 claim on behalf of the Aggrieved Employees which means:
15 all non-exempt employees of Defendant employed in California at any time between October 12, 2020
16 and January 12, 2023.

17 **Approval of PAGA Settlement**

18 3. The Court grants and orders approval of the terms set forth in the Settlement
19 Agreement. The Court finds that the terms of the settlement are fair, adequate, and reasonable, and to
20 have been the product of serious, informed, and extensive arm’s-length negotiations among the
21 Parties. In making this finding, the Court considers the nature of the claims, the relative strength of
22 Plaintiff’s claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
23 proceeds, and the fact that a settlement represents a compromise of the Parties’ respective positions
24 rather than the result of a finding of liability at trial.

25 4. Specifically, the Court orders approved in full the Settlement Agreement. The Parties
26 are ordered to comply with and implement the terms of the Settlement Agreement according to its
27 terms, including those provisions not expressly stated in this Order.

28 5. By this approval order and judgment, the Labor Workforce and Development Agency

1 (“LWDA”) shall release, relinquish and discharge, and each of the Aggrieved Employees shall be
2 deemed to have, and by operation of the judgment shall have, fully, finally, and forever released,
3 relinquished and discharged all Aggrieved Employee Released Claims.

4 6. The Court also finds that the requested attorneys’ fees in the amount of \$47,25.000 are
5 reasonable and hereby are approved. The fees awarded are allocated as follows: \$33,075.00 to
6 Bradley/Grombacher LLP and \$14,175.00 to Capstone Law, APC.

7 7. The Court also finds that the requested attorneys’ costs in the amount of \$11,544.75
8 are reasonable and hereby are approved. The costs of \$11,544.75 are awarded to Bradley/Grombacher
9 LLP.

10 8. The Court approves the enhancement award to the Named Plaintiff as well. The Court
11 finds that the enhancement award of \$7,500 to Plaintiff Lopez is reasonable and hereby is approved.

12 9. The Court approves payment to the Settlement Administrator, ILYM Group, Inc., in
13 an amount not to exceed \$7,050 out of the PAGA Gross Settlement Amount, based on the declaration
14 of Lisa Mullins verifying the administrator’s reasonable costs in fulfilling the settlement
15 administration in this case.

16 10. The Court also approves of the Net PAGA Settlement Amount of \$61,645.25. Pursuant
17 to the PAGA, 75%, or \$46,233.94, of the Net PAGA Settlement Amount shall be paid to the California
18 Labor and Workforce Development Agency (“LWDA”), and 25%, or \$15,411.31, of the Net
19 Settlement Amount shall be distributed to Aggrieved Employees.

20 **Form and Timing of Administration and Payments**

21 11. Not later fifteen (15) calendar days after the entry of this Order and Judgment,
22 Defendant shall provide the Aggrieved Employee Information list to the Settlement Administrator.

23 12. Not later than twenty-one (21) days after Defendant provides the Aggrieved Employee
24 Information list to the Settlement Administrator, the Settlement Administrator shall mail the
25 Individual Settlement Payment along with the Explanatory Letter, substantially in the form of **Exhibit**
26 **1** to this Order, to be mailed by first-class mail postage pre-paid.

27 13. The Court directs the mailing of the Individual Settlement Payments in accordance with
28

1 the Settlement Agreement and finds that the letter to be provided is the best means of providing notice
2 to the Aggrieved Employees, is practicable under the circumstances and, when completed, shall
3 constitute due and sufficient notice of the Settlement to all persons affected by and/or entitled to
4 participate in the Settlement, in full compliance with the requirements of due process and the
5 California Rules of Court.

6 **JUDGMENT**

7 14. Judgment is hereby entered pursuant to the Approval Order of PAGA Settlement,
8 entered June 20, 2023.

9 15. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and the determination of all controversies relating
11 thereto, pursuant to California Code of Civil Procedure section 664.6.

12 16. The Parties are ordered to appear at December 19, 2023 at 8:30 A.M. on December 19, 2023 at 8:30 A.M. for a final accounting hearing
13 to report to the Court on the actual distributions to Aggrieved Employees, the LWDA, Plaintiff's
14 Counsel, the Named Plaintiff, and performance by the Settlement Administrator of other duties
15 incumbent on it under the Settlement Agreement, and Order of this Court. No later than ten (10)
16 calendar days before the date scheduled for the final accounting hearing, the Settlement Administrator
17 is to file a declaration to confirm that the distribution of funds is complete, including any distribution
18 to the State Controller per the Settlement Agreement.

19 17. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) calendar days
20 of entry of this Order and Judgment.

21
22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

23
24 DATED: 06/20/2023



A handwritten signature in black ink, appearing to read "Thomas D. Long", is written over the judge's name and title.

25 HON. ~~THOMAS D. LONG~~ Thomas D. Long / Judge
26 JUDGE OF THE SUPERIOR COURT
27
28

EXHIBIT 1

Notice of PAGA Settlement and Release of Claims
Hector Lopez v. SUNRISE FOODS, LLC dba JACK IN THE BOX.
Superior Court of California, County of Los Angeles, Case No. 21STCV37647

[Date]

April 28, 2023

[Address]

Dear [Employee]:

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned Private Attorney General enforcement action filed by Hector Lopez (“Plaintiff”) on behalf of himself and all other aggrieved employees against Sunrise Foods, LLC dba Jack In The Box (“Sunrise”). This Notice is being sent to you because you have been identified as a current and former hourly-paid, non-exempt temporary staffing employee employed by Sunrise in the State of California from October 12, 2020 to January 12, 2023 (“Aggrieved Employees”). Receipt of this Notice means that you are entitled to your share of the resolution of a lawsuit brought against Sunrise by Plaintiff on behalf of the State of California.

Plaintiff sued Sunrise for civil penalties only under the California Private Attorneys’ General Act of 2004 (“PAGA”), which allows the former employee to stand in the shoes of the State of California and seek penalties arising from certain alleged violations of the law on behalf of the former employee, the alleged aggrieved employees, and the State of California. Sunrise disputes and denies all allegations of wrongdoing, and no court has ruled that Sunrise engaged in wrongdoing. Nevertheless, to avoid the expense, time and distraction of litigation, Sunrise has agreed to resolve the matter and pay a compromise sum of money to the State of California and to Aggrieved Employees and their attorneys in the total amount of \$135,000. After deduction of the attorneys’ fees/costs, administration costs, and service payment to Plaintiff; the State of California will receive 75% of the remaining amount, and the Aggrieved Employees will receive the other 25%, all of which are being paid as civil penalties.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee divided by the total number of pay periods worked by all Aggrieved Employees. Your share of the PAGA settlement is enclosed in one check made out to you.

The enclosed check constitutes your portion of the Court-approved settlement. Regardless of whether or not you negotiate this check, any claim for PAGA penalties that you may have otherwise been able to assert against Sunrise based on:

- (i) the allegations in the Labor and Workforce Development Agency Letter and Plaintiff’s lawsuit including but not limited to: (a) failure to provide proper meal periods or to pay premium wages for missed meal periods; (B) failure to authorize and permit rest periods

or to premium wages for missed rest periods; (c) failure to finish accurate wage statements; and (d) failure to timely pay all wages at separation of employment; and/or

(ii) facts that reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff's lawsuit have been fully and finally compromised, waived and released. This release does not seek to release any remedies available to employees, including you, for violations of the California Labor Code other than those penalties which could be recovered under PAGA in this lawsuit.

You are precluded from filing a PAGA claim for civil penalties for violations alleged in this lawsuit.

Please do not call or write the Court about this notice. If you wish to obtain further information about the lawsuit or the settlement, you may review the Court's file during regular business hours. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, all unclaimed funds will be directed to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued.

[Administrator]