

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

MARIE ELSA FIGUEROA GARCIA,
individually and on behalf of similarly
aggrieved employees,

Plaintiffs,

v.

FRESH GRILL, LLC, an active
California Limited Liability Company;
PRIORITYWORKFORCE, INC., an
active California Corporation; and DOES
1 through 10,

Defendants.

Case No.: 30-2021-01226519-CU-OE-CXC

REPRESENTATIVE ACTION

*[Assigned to Hon. William D. Claster
in Dept. CX-101]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AND PAYMENT OF ATTORNEYS’
FEES AND COSTS, AND
ADMINISTRATION COSTS**

Date: March 14, 2025
Time: 9:00 a.m.
Dept.: CX-101

On March 14, 2025, the Court considered the Motion of Plaintiff Marie Elsa Figueroa Garcia for approval of the Parties’ proposed Private Attorneys General Act (“PAGA”) Settlement, and Payment of Attorneys’ Fees and Costs, and Administration Costs.

The Court having read and considered the papers on the motion submitted by Plaintiff’s Counsel, having heard the presentation of Plaintiff’s Counsel and Defendants’ counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, and having determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 1. The Settlement, as set forth in the Parties' Parties' PAGA Settlement
2 Agreement ("Settlement Agreement"), is in all respects fair, reasonable, and it is approved
3 pursuant to Cal. Lab. Code §2699. Except as expressly set forth herein, the Parties shall
4 effectuate the Settlement Agreement according to its terms. The Settlement Agreement, and
5 every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth
6 and shall have full force of an Order of this Court;

7 2. Pursuant to PAGA, Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce
8 and Development Agency ("LWDA") has been given notice of the Settlement. In particular,
9 on or about the date Plaintiff filed the Motion seeking approval of the Settlement with the
10 Court, Plaintiff submitted the Motion and all supporting documents to the LWDA online as
11 reflected by the Proof of Service filed concurrently with the Motion;

12 3. Aggrieved Employees are defined as: all hourly non-exempt employees who
13 worked for Fresh Grill in California, including non-exempt employees of PriorityWorkforce
14 who were assigned to work at Fresh Grill from October 15, 2020 through July 8, 2024
15 ("PAGA Period");

16 4. Distribution of the PAGA Settlement Sum of \$925,000.00, is approved in
17 accordance with the Settlement Agreement and on account of disputed and alleged civil
18 penalties, as follows: (a) payment of \$308,333.33 in attorneys' fees to Plaintiff's Counsel,
19 Mooradian Law, APC; (b) payment of \$16,572.99 in attorneys' costs to Plaintiff's Counsel;
20 (c) payment to CPT Group, Inc., the selected administrator, for administration expenses
21 totaling \$10,000.00; (d) payment to the Labor and Workforce Development Agency
22 ("LWDA") totaling \$442,570.26, which amount represents 75% of the total PAGA Settlement
23 Sum after attorneys' fees and costs, administration costs, and enhancement award; and (3)
24 payment of \$147,523.42, which amount represents 25% of the total PAGA Settlement Sum
25 after attorneys' fees and costs, and administration costs, on a pro-rata basis to all Aggrieved
26 Employees;

27 5. The Notice of PAGA Settlement and Release of Claims is approved and shall

1 be disseminated to Aggrieved Employees in accordance with the Settlement Agreement, in
2 English and Spanish;

3 6. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days
4 of the date of this Order;

5 7. The Court retains exclusive and continuing jurisdiction over this Action for the
6 purposes of supervising, administering, implementing, interpreting, and enforcing this Order,
7 as well as the Settlement.

8
9
10 Dated: _____

By: _____

Honorable William D. Claster
Judge of the Superior Court