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10 Attorneys for Plaintiff,
11 JOSE G. TORRES on behalf of
himself, all Settlement Group Member, and the State
12 of California as a Private Attorneys General
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 JOSE G. TORRES, an individual, on behalf of
17 himself and all others similarly situated,

18 Plaintiff,

19 vs.

20 CALIFORNIA FISH GRILL INVESTMENTS,
21 LLC, a Delaware Corporation, and DOES 1-50,
22 inclusive,

23 Defendant.
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FILED
Superior Court of California
County of Los Angeles
01/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Carino Deputy

Case No. 21STCV46445

Assigned for all Purposes to: Hon. Timothy
Patrick Dillon, Department 73

**~~JOINT~~ STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA"); ~~PROPOSED~~ ORDER
THEREON**

1 **TO THE HONORABLE COURT, ALL PARTIES AND COUNSEL OF RECORD:**

2 Plaintiff Jose G. Torres (“Plaintiff”) and Defendant California Fish Grill Investments, LLC
3 (“Defendant”) (collectively, the “Parties”), by and through their respective counsel of record, herein
4 stipulate as follows:

5 WHEREAS, Plaintiff filed his PAGA notice letter on October 14, 2021. He filed a PAGA
6 Complaint on December 21, 2021, alleging that Defendant was liable for: (1) failing to pay for all
7 hours worked, including overtime hours worked; (2) failing to provide rest breaks; (3) failing to
8 provide uninterrupted meal breaks; (4) failing to provide a place of employment that is safe and
9 healthful; (5) failing to provide cool-down periods; (6) failing to provide required seating; (7) failing
10 to provide safe working conditions; (8) failing to timely pay all wages owed; and (9) failing to
11 provide accurate wage statements and maintain accurate payroll records;

12 WHEREAS, on August 17, 2022, Defendant filed a motion to compel arbitration, and on
13 September 15, 2022, Judge Dillon ordered Plaintiff to submit his individual PAGA claims to
14 arbitration, and stayed Plaintiff’s non-individual PAGA claims;

15 WHEREAS, the Parties participated in two mediations, both presided over by mediator
16 Deborah Saxe, Esq. The first mediation was held on December 4, 2023, and the second mediation
17 held on October 28, 2024, which led to an agreement to settle the Action;

18 WHEREAS, prior to mediation, Plaintiff obtained, through informal discovery, relevant
19 information and policy documents. Plaintiff obtained data reflecting the dates of employment, hours,
20 and pay they received. Additionally, Plaintiff was deposed on September 19, 2024;

21 WHEREAS, after years of adversarial litigation, the Parties concluded that there were
22 benefits associated with settling the Action, and concluded, after taking into account the sharply
23 disputed factual and legal issues involved in the Action, the risks associated with further
24 prosecution, and the substantial benefits to be received by Settlement Group Members under this
25 Settlement, that settlement on the terms set forth in the Settlement is in the best interest of the
26 Plaintiff, the California Labor and Workforce Development Agency (“LWDA”), the Settlement
27 Group Members, and Defendant, and is fair and reasonable;

28 WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the

1 claims alleged in the Action; Defendant contends that it has complied at all times with the California
2 Labor Code, the related California Industrial Welfare Commission (“IWC”) Wage Orders, and all
3 other state wage laws, and further contends that the Action is without merit; Defendant has denied
4 and continues to deny each and every material factual allegation and alleged claim asserted against
5 it in the Action and denies that Plaintiff or any other employee has been harmed based on the
6 allegations raised by Plaintiff;

7 WHEREAS, the Parties negotiated and finalized the terms of a settlement memorialized in
8 a long-form PAGA Settlement Agreement utilizing the template encouraged for use by the Los
9 Angeles County Superior Court (the “Settlement Agreement”); a true and correct copy of the
10 executed Settlement Agreement is attached to the concurrently filed Declaration of Nazo
11 Koulloukian as **Exhibit 1**. A redline showing all edits made to the LASC template is attached to the
12 Declaration of Nazo Koulloukian as **Exhibit 2**;

13 WHEREAS, the Settlement Agreement has been uploaded as required to the LWDA
14 website, evidence of which is attached to the concurrently filed Declaration of Nazo Koulloukian;

15 WHEREAS, the Parties seek to obtain the Court’s approval of the settlement terms and
16 resolve this matter in the most efficient manner possible;

17 WHEREAS, for the reasons set forth in the supporting declaration of Nazo Koulloukian,
18 and all other documents submitted herewith and on file in this Action, the PAGA Settlement
19 obtained here, including a Total Settlement Amount of \$1,000,000.00, is fair and reasonable.

20 THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES
21 HERETO AS FOLLOWS:

22 The Parties stipulate and jointly request that the Court approve the Settlement which
23 includes the following key terms:

24 a. Settlement Group Member defined as: all current and former employees who
25 worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period,
26 which extends from October 14, 2020, until October 28, 2024, subject to Defendant’s option to
27 shorten the release period as set forth in Paragraph 8 of the Settlement.

28 b. Total Settlement Amount. Defendant agrees to pay the total sum of \$1,000,000.00

(the "Total Settlement Amount") in full settlement of the Action. The Total Settlement Amount will be allocated as follows:

i. PAGA Counsel's collective attorneys fee request of 33.33% of the Gross Settlement Amount (\$333,300.00), supported by the concurrently filed declarations of PAGA Counsel;

ii. PAGA Counsel's actual costs of \$22,900.39 as itemized in the concurrently filed declarations of PAGA Counsel;

iii. Administration costs in the amount of \$23,650.00, to be paid to the Settlement Administrator, ILYM Group, Inc.;

iv. Plaintiff's PAGA Representative Payment of \$15,000;

v. The remainder of the Gross Settlement Amount after deducting the items (i) - (iv) shall be designated as the Net Settlement Amount to be allocated between the LWDA and the alleged Settlement Group Member pursuant to Labor Code section 2699(i) with 75% paid to the LWDA and 25% paid to the Settlement Group Member on a pro-rata basis.

c. Effective Date. The effective date of the Settlement Agreement shall be the date set forth in Paragraph 1.7 of the Settlement Agreement.

d. Tax Treatment of Settlement Amounts. IRS Form 1099s will be issued for settlement payments to the Settlement Group Members and Plaintiff.

e. Settlement Funding. Defendant shall fund the full Gross Settlement Amount in two separate installments. The first installment will be \$500,000.00 and shall be payable within thirty (30) days of the Effective Date. The second installment will be \$500,000.00 and shall be payable within six (6) months following the first installment payment. (Settlement Agreement ¶ 4.3.2.)

f. Settlement Payments. Within 14 days after Defendant funds the First Installment, the Administrator will mail checks for all Settlement Shares and the PAGA Representative Payment. The amount remaining after all Settlement Shares and PAGA Representative Payment are paid will be allocated pro rata to the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses

1 Payment, and the PAGA Representative Payment shall not precede disbursement of Settlement
2 Shares. (Settlement Agreement ¶ 4.4.)
3

4 **IT IS SO STIPULATED:**

5
6 Dated: January 6, 2025

7 KOUL LAW FIRM, APC

8 By /s/ Nazo Koulloukian
9 Nazo Koulloukian, Esq.
10 Attorneys for Plaintiff Jose G. Torres
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13 Dated: January 6, 2025

14 MCMILLION & HIRTENSTEINER, LLP

15
16 By /s/ Evelina Serafini
17 Janine McMillion, Esq.
18 Evelina Serafini, Esq.
19 Attorneys for Defendant California Fish Grill
20 Investments, LLC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE G. TORRES, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CALIFORNIA FISH GRILL INVESTMENTS,
LLC, a Delaware Corporation, and DOES 1-50,
inclusive,

Defendant.

Case No. 21STCV46445

Assigned for all Purposes to: Hon. Timothy
Patrick Dillon, Department 73

**~~PROPOSED~~ ORDER APPROVING
SETTLEMENT AGREEMENT AND
ENTERING FINAL JUDGMENT**

1 Before the Court is the Parties' PAGA Settlement Agreement ("Settlement Agreement")
2 entered into between Plaintiff Jose G. Torres, on behalf of the State of California as a private
3 attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the
4 Defendant California Fish Grill Investments, LLC. The Court having considered all papers filed and
5 proceedings herein and otherwise being fully informed, and having made this Judgment which
6 constitutes a final adjudication of this matter on the merits, and good cause appearing,

7
8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
10 have the same meaning as given in the Settlement Agreement.

11 2. The California Labor Workforce and Development Agency ("LWDA") has been
12 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
13 (1)(4). In particular, prior to filing the Parties' Stipulation seeking approval of the Settlement with
14 the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the
15 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
16 requirements of PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as "Settlement Group Members;"

19 All current and former employees who worked for Defendant as a
20 non-exempt, hourly employee in California during the PAGA
21 Period, which extends from October 14, 2020, until October 28,
22 2024, subject to Defendant's option to shorten the release period as
23 set forth in Paragraph 8 of the Settlement.

24 4. The Court has jurisdiction over the subject matter of this litigation, over all
25 Settlement Group Members, and over those persons undertaking affirmative obligations under the
26 Settlement.

27 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
28 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

1 6. The Court finds that each Settlement Group Member, in accordance with the
2 Settlement, releases all Released Claims against the Released Parties.

3 7. The Gross Settlement Amount of \$1,000,000.00, and the methodology used to
4 calculate the Individual PAGA Payments in accordance with the Settlement Agreement is approved.

5 8. The Court approves ILYM Group, Inc., to act as the Settlement Administrator. The
6 Court awards the Settlement Administrator costs of \$23,650.00.

7 9. The Court approves Plaintiff's PAGA Representative Payment of \$15,000. The
8 Court authorizes the Settlement Administrator to make these payments, in accordance with the terms
9 of the Settlement Agreement.

10 10. The Court approves Koul Law Firm, APC, and Law Offices of Sahag Majarian II, as
11 PAGA Counsel.

12 11. The Court awards PAGA Class Counsel attorneys' fees in the amount of \$333,300.00
13 and actual litigation costs of \$22,900.39, both of which the Court finds to be fair and reasonable.
14 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
15 terms of the Settlement Agreement.

16 12. The Court authorizes the Settlement Administrator to calculate and pay the
17 Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

18 13. The Court finds that LWDA Payment of \$453,862.21 as its share of the settlement
19 of PAGA Penalties is fair and reasonable. The Court authorizes the Settlement Administrator to
20 pay the LWDA PAGA Payment, in accordance with the terms of the Settlement Agreement.

21 14. Checks for the Individual PAGA Payments sent to Settlement Group Members shall
22 be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
23 Payments uncashed after 180 days will be disbursed to the California State Controllers' Office,
24 Unclaimed Property Fund, in the name of the Aggrieved Employee.

25 15. The Settlement and this resulting Order and Judgment represent a compromise of
26 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an
27 admission or concession by any party.

28

1 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of
2 the date of this Order.

3
4 **IT IS SO ORDERED AND ADJUDGED.**

5
6 DATED: 01/14/2025



A handwritten signature in black ink, appearing to read "Rolf M. Treu", is written over a horizontal line.

Judge of the Superior Court
Rolf M. Treu / Judge

PROOF OF SERVICE
Case No.: 21STCV46445
Torres v. California Fish Grill Investments, LLC., et al.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On January 3, 2025, I served the foregoing document described as:

1. **JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED] ORDER THEREON;**
2. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); and**
3. **DECLARATION OF PLAINTIFF JOSE G. TORRES IN SUPPORT OF PAGA SETTLEMENT APPROVAL**

 X **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Evelina M. Serafini
MCMILLION & HIRTENSTEINER, LLP
One Pacific Plaza
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
ems@mchirtlaw.com
smo@mchirtlaw.com

Attorneys for Defendant CALIFORNIA FISH GRILL INVESTMENTS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this January 3, 2025, in Los Angeles, California.



NADIA CHAVEZ