

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
mmatern@maternlawgroup.com
Julia Z. Wells (SBN 314242)
jwells@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Tel: (310) 531-1900 / Fax: (310) 531-1901

Attorneys for Plaintiff RODRIGO "KRISTY" RAMIREZ LOPEZ, individually and on behalf of others similarly aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

RODRIGO "KRISTY" RAMIREZ LOPEZ,
individually, and on behalf of others similarly
situated,

Plaintiff,

v.

W.K.S. RESTAURANT CORPORATION, a
corporation; W.K.S. LA RESTAURANT
CORPORATION, a corporation; DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV05880

ASSIGNED FOR ALL PURPOSES TO:
HON. ~~DOUGLAS W. STERN~~, DEPT. 68
Stephen Pfahler

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: February 16, 2022
Trial Date: Not Yet Set

~~**[PROPOSED]**~~ **ORDER AND JUDGMENT**

This matter came before the Court on 2-6-2024, in Department 68 of the above-captioned Court on plaintiff Rodrigo 'Kristy' Ramirez Lopez's ("**Plaintiff**") motion for approval of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act ("**PAGA**") (the "**Settlement Agreement**").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Except as otherwise defined in this Order and Judgment ("**Order**"), all capitalized terms have the same meaning as defined in the Settlement.

2. The California Labor Workforce and Development Agency ("**LWDA**") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court confirms approval of the Settlement as to the State of California and all individuals who are or were employed by Defendant W.K.S. Restaurant Corporation ("**Defendant**") at one or more of its restaurants in California as a non-exempt employee during the period from December 13, 2020 through June 15, 2023 (*i.e.*, the "**Aggrieved Employees**").

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Court hereby approves the Settlement under Labor Code § 2699(1)(2), and finds that it is fair and reasonable and furthers PAGA's objectives. All definitions used in the Settlement are incorporated into this Order and Judgment. The Court further finds, approves, and adjudges that under the terms of the Settlement:

1 a. Defendant will pay a Gross Settlement Amount of \$807,600 to settle the
2 PAGA claim, inclusive of all Individual Settlement Awards to Aggrieved Employees, the Plaintiff's
3 Counsel Attorneys' Fees, the PAGA Service Enhancement Award, the Settlement Administration
4 Costs, and the PAGA payment to the LWDA. Defendant shall wire the Settlement Administrator
5 the Gross Settlement Amount of \$807,600 in two installments, with the final payment to be made
6 upon the Final Funding Date as defined by the Settlement Agreement.

7 b. The Gross Settlement Amount shall be allocated as follows: After deducting
8 the allocations for attorneys' fees and litigation costs and expenses to Plaintiff's counsel, the PAGA
9 Representative Enhancement Award, and the Settlement Administration Costs, the remainder of the
10 Gross Settlement Amount shall be referred to as the "Net Settlement Amount." Seventy-five percent
11 (75%) of the Net Settlement Amount shall be paid to the LWDA, and the remaining twenty-five
12 percent (25%) shall be distributed to the Aggrieved Employees on a *pro rata* basis, based upon their
13 respective number of pay periods worked as Aggrieved Employees.

14 c. The PAGA Packets shall be mailed to Aggrieved Employees within twenty
15 days after the Final Funding Date (i.e., the "**Payment Date**").

16 d. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the
17 amount of \$269,200, which is 33 1/3% of the Gross Settlement Amount, is reasonable. The Court
18 awards Plaintiff's Counsel \$269,200 in attorneys' fees to be paid from the Gross Settlement
19 Amount.

20 e. The Court approves Plaintiff's Counsel's request for actual litigation costs in
21 the amount of \$23,000 to be paid from the Gross Settlement Amount. The Court finds that such
22 costs and expenses were reasonably incurred in prosecuting the Action on behalf of the Aggrieved
23 Employees. The Court awards Plaintiff's Counsel actual costs and expenses, including the costs and
24 expenses incurred in appearing for the motion hearing, not to exceed \$23,000.

25 6. The Court approves, as to form and content, the PAGA Settlement Notice to
26 Aggrieved Employees ("**Notice**"), in substantially the form attached as Exhibit 1 to this Order. The
27 Court finds that the Notice fairly and adequately describes the Action, the approved Settlement, and
28 is the best notice practicable under the circumstances. The Court directs the mailing of the Notice

1 by first class mail to the Aggrieved Employees in accordance with the procedure set forth in the
2 Settlement Agreement.

3 7. The Court finds that, upon the Final Funding Date, as defined by the Settlement
4 Agreement, each Aggrieved Employee, in accordance with the Settlement, shall be deemed to have
5 released all Released Claims against the Released Parties. The Released Claims include all claims
6 or causes of action for PAGA penalties that were or could have been recovered against Defendant
7 based on the facts alleged in the operative complaint in the Lawsuit on behalf of the Aggrieved
8 Employees and/or in Plaintiff's October 18, 2021 notice letter to the LWDA. The Released Claims
9 include all claims and civil penalties under California Labor Code Sections 2699 et seq. (i.e.,
10 PAGA), attorneys' fees and costs, and interest arising out of the claims at issue, for Defendant's
11 alleged failure to: provide lawful meal periods and rest breaks; pay premium pay for missed meal
12 periods and rest breaks; pay all overtime wages; pay all minimum wages; timely pay wages during
13 employment; pay all wages due to discharged and quitting employees; maintain required records;
14 furnish accurate itemized wage statements; and indemnify employees for necessary business
15 expenses, pursuant to the corresponding alleged violations of the California Labor Code sections
16 including, but not limited to, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
17 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order 5-2001.

18 8. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
19 methodology used to calculate the LWDA Payment and PAGA Aggrieved Employee Payment
20 (which is comprised of the Individual PAGA Payments) are fair and reasonable, and authorizes the
21 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
22 accordance with the Settlement. The Court also authorizes the Settlement Administrator to make the
23 PAGA payment to the LWDA.

24 9. The Court approves CPT Group, Inc. to act as the Settlement Administrator. The
25 Court approves payment to the Settlement Administrator in this Action its actual fees and costs in
26 accordance with the terms of the Settlement, not to exceed \$17,000.00.

27 10. The Court approves Matern Law Group, PC, including Matthew J. Matern and Julia
28 Z. Wells, as PAGA Counsel.

1 11. The Court awards PAGA Counsel attorneys' fees in the amount of \$269,200.00 and
2 actual litigation costs not to exceed \$23,000.00, both of which the Court finds to be fair and
3 reasonable. The Court authorizes the Settlement Administrator to make these payments in
4 accordance with the terms of the Settlement.

5 12. The Court authorizes the Settlement Administrator to calculate the PAGA Payment
6 Amount, inclusive of the LWDA Payment and PAGA Aggrieved Employee Payment (which is
7 comprised of the Individual PAGA Payments) in accordance with the terms of the Settlement.

8 13. The Court finds that the LWDA Payment of \$366,300.00 as its share of the settlement
9 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
10 the LWDA Payment in accordance with the terms of the Settlement as modified by the Approval
11 Order.

12 14. The Court finds that the PAGA Aggrieved Employee Payment of \$122,100.00 as the
13 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court
14 authorizes the Settlement Administrator to pay the PAGA Aggrieved Employee Payment in
15 accordance with the terms of the Settlement.

16 15. The Court finds the Plaintiff's Enhancement Award of \$10,000.00 to the Plaintiff is
17 fair and reasonable. The Court authorizes the Settlement Administrator to pay the Plaintiff's
18 Enhancement Award in accordance with the terms of the Settlement.

19 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
20 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
21 uncashed after 180 days will be transmitted to the California State Controller's Unclaimed Property
22 Fund.

23 17. Upon completion of the Settlement, the Settlement Administrator will provide
24 written certification of the completion to the Court and counsel for the Parties which shall be filed
25 with the Court on or before _____.

26 18. Without affecting the finality of this order and entry of judgment, the Court retains
27 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
28 implementing, and enforcement of this Order and the Settlement.

1 19. Nothing in this Order or the Settlement shall be construed as an admission or
2 concession by any party. The Settlement and this resulting Order and entry of judgment simply
3 represent a compromise of disputed allegations.

4 20. The Court enters final judgment in accordance with the terms of the Settlement
5 Agreement and this Order.

6 21. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
7 LWDA within 10 days of the date of this Order and entry of judgment.

8 **IT IS SO ORDERED:**

9
10 Dated: 2-7-2024



A handwritten signature in black ink, appearing to read "Stephen P. Pfahler", is written over a horizontal line.

Stephen P. Pfahler / Judge
HON. ~~DOUGLAS W. STERN~~
Judge of the Superior Court of the State of California