

ENEDINA S. CARDENAS (SBN 276856)
JAGDEEP HANSRA (SBN 280689)
HANSRA CARDENAS LLP
10080 N. Wolfe Road Suite SW3-200
Cupertino, CA 95014
Tel: (408) 475-7454
Fax: (415) 295-5313
Email: ec@ej-law.com
jh@ej-law.com
Attorneys for Plaintiff
KAREN LARA

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 03/14/2025
By Deputy: Maldonado, Esther

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY**

KAREN LARA, an individual;
Plaintiff,

v.

SHAOGUO BUFFET INC, a California
corporation doing business as Sakura Buffet;
SHAOGUO FENG, an individual; VIVIAN
DOE (DOE 1) and DOES 2 through 25,
inclusive,
Defendants.

Case No. 22CV001390
Unlimited Jurisdiction

**[PROPOSED] ORDER AND JUDGMENT
APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT**

Date: March 14, 2025
Time: 8:30 a.m.
Dept.: 14

Complaint Filed: May 19, 2022
Trial Date: May 5, 2025

Plaintiff Karen Lara's Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment came before this Court as duly noticed. This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq., brought by Plaintiff Karen Lara ("Plaintiff") against Defendants Shaoguo Buffet, Inc. and Shaoguo Feng ("PAGA Defendants"). The Court, having considered the papers submitted in support of Plaintiff's unopposed motion and the arguments of counsel, and having considered the Private Attorneys General Act Settlement Agreement and Release ("PAGA Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

1. The Court, for the purposes of this Order, refers to all defined terms (i.e., terms with initial capitalization) as set forth in the PAGA Settlement Agreement.
2. The Court hereby grants approval of the settlement, based on the terms set forth

1 in the PAGA Settlement Agreement. The Court finds that the PAGA Settlement Agreement
2 meets all the requirements for approval of a settlement under PAGA, including the notice of
3 the settlement having been properly provided to the California Labor and Workforce
4 Development Agency (“LWDA”). The Court finds that the LWDA has not objected to, and is
5 deemed to have approved, the terms of the PAGA Settlement. The Court has not received any
6 other objection to the PAGA Settlement.

7 3. The Court approves the settlement in the amount of \$36,625.00.

8 4. The Aggrieved Employees are defined as means all current and former
9 employees who worked for Shaoguo Buffet, Inc. and Shaoguo Feng in California and were
10 classified as non-exempt employees during the time period of June 16, 2021 through July 31,
11 2023.”

12 5. Administration costs of \$3,200.00 are approved and shall be paid to the
13 Settlement Administrator, ILYM Group, Inc., according to the terms of the Settlement
14 Agreement.

15 6. PAGA counsel shall be awarded \$12,196.13 as attorneys’ fees according to the
16 terms of the PAGA Settlement Agreement.

17 7. PAGA counsel shall be awarded litigation costs of \$12,968.31 according to the
18 terms of the PAGA Settlement Agreement.

19 8. No other litigation costs and/or attorneys’ fees shall be awarded, either against
20 PAGA Defendants or any related persons or entities.

21 9. Pursuant to PAGA, 75% of the Net PAGA Settlement Amount will be
22 distributed to the LWDA and 25% will be distributed to Aggrieved Employees. (Lab. Code §
23 2699(i)).

24 10. According to the terms of the PAGA Settlement Agreement, as of the date the
25 settlement becomes Final, each Aggrieved Employee, in their capacity as private attorney
26 general “aggrieved employee” acting on behalf of himself and as a proxy or agent of the
27 LWDA, shall fully release and forever discharge the Released Parties¹ from all claims for
28

¹ Defendants Shaoguo Buffet, Inc. and Shaoguo Feng and their attorneys, insurers, brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and their respective past and present shareholders, officers, directors, managers, members, and any individual or entity that could be jointly liable with PAGA Defendants.

PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative complaint, and the PAGA Notices.

11. The Court hereby issues a Final Order entering judgment in favor of Plaintiff, the State of California, and the Aggrieved Employees in the amount of \$36,625.00 in accordance with the terms of the PAGA Settlement Agreement.

12. Each Aggrieved Employee is prohibited from ever asserting a claim released under the PAGA Settlement Agreement, and from commencing or joining a lawsuit or adversary proceeding against the Released Parties for the claims released under the PAGA Settlement Agreement on their own behalf or as a representative of others.

13. This document shall constitute the final judgment in this action and the Court shall retain jurisdiction over the parties to enforce its terms.

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

15. According to the terms of the Settlement Agreement, neither the existence of the PAGA settlement nor anything contained in the PAGA Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of PAGA Defendants. Nothing therein shall constitute an admission by PAGA Defendants that the Lawsuit was properly brought as a representative action, other than for settlement purposes. Settlement of the lawsuit, the negotiation and execution of the PAGA Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of the PAGA Settlement Agreement or the settlement of the lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of PAGA Defendants or of the truth of any of the factual allegations in the operative complaint in the lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of PAGA Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for

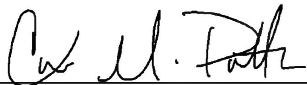
1 representative treatment, or administration other than for purposes of administering the
2 settlement; and (d) shall not constitute or be deemed a waiver of any of PAGA Defendants'
3 right to compel arbitration of any dispute with Aggrieved Employees that are not the subject
4 of the releases in the Settlement Agreement.

5 16. This Order is intended to be a final disposition of the PAGA claim in its
6 entirety and judgment shall be entered in accordance therewith.

7 17. A final accounting a hearing regarding the distribution of the funds shall be
8 held on September 30, 2025, at 10:00 a.m. in Department 14 of the above-entitled
9 Court.

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13 Dated: 3/14/2025

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15 HON. CARRIE PANETTA
16 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

I declare that I am over the age of eighteen years and not a party to this action. I am employed in the County of Santa Clara and my business address is 10080 N. Wolfe Road Suite SW3-200, Cupertino, California 95014.

On January 7, 2025, I served the attached document(s):

[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT

along with this declaration, on the following parties:

Steven R. Napoles
The Napoles Law Firm
74 Discovery
Irvine, CA 92618

Tel: (949) 655-0110
Facsimile: (949) 423-0143
Email: steven@napoleslaw.com

Attorneys for Defendants
SHAOGUO BUFFET INC.
SHAOGUO FENG
VIVIAN XIE

☐ **BY FIRST CLASS MAIL:** I am readily familiar with my employer's practice for the collection and processing of correspondence for mailing with the U.S. Postal Service. In the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on the day on which it is collected. On the date written above, following ordinary business practices, I placed for collection and mailing a copy of the attached document in a sealed envelope, with postage fully prepaid, addressed as shown on the service list. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing contained in this declaration.

☒ **BY E-MAIL:** On the date written above, I caused a copy of the attached document to be transmitted via e-mail to the person on whom it is served at the e-mail address shown on the service list. That transmission was reported without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this document was executed on January 8, 2025, at Wildwood, Missouri.

/s/ Enedina Cardenas

Enedina Cardenas