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FILED
Superior Court of California
County of Los Angeles
12/23/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA DEL ROSARIO GUZMAN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

RINCON TAURINO RESTAURANT, INC., a
California corporation; RINCON TAURINO,
INC., a corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 22STCV02097

CLASS AND REPRESENTATIVE ACTION

[Honorable William F. Highberger
Department 10]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Nick Castro, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: December 9, 2024
Time: 1:30 p.m.
Dept.: 10

Action Filed: January 19, 2022
Trial Date: Not set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On August 8, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action Settlement, granted conditional class certification, approved
5 the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Maria del Rosario Guzman ("Plaintiff") and Defendant Rincon Taurino
8 Restaurant, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties'
9 Amended Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement was
10 attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's
11 Motion for Preliminary Approval of Class Action Settlement that was filed on August 1, 2024.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action Settlement,
13 including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA
15 Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate
16 as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final
17 Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, incorporates and adopts all
24 terms and definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 10 of this Court, the
26 Honorable William F. Highberger presiding, on December 9, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or requests to opt-out from
8 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
9 **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (the “Settlement
11 Class”): All individuals who performed work in any non-exempt position for Defendant in California
12 at any time from January 19, 2018 through December 31, 2023. No Class Members submitted a
13 request to opt out of the Settlement.

14 5. Notwithstanding the submission of a timely request to opt out, Class Members are
15 still bound by the settlement and release of the PAGA Released Claims or remedies under the
16 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
17 from the Settlement do not apply to the Released PAGA Claims.

18 6. The Released PAGA Claims shall bind the following Aggrieved Employees: All
19 current and former nonexempt, hourly employees who worked for Defendant in California at any
20 time during the PAGA Period. The “PAGA Period” means November 15, 2020, and continuing
21 through and including December 31, 2023.

22 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
23 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
24 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
25 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
26 Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected,
27 and is therefore bound by this Final Approval Order.

28 8. The deadline to submit a request to opt out or to submit written objections to the

Settlement was October 21, 2024 for the majority of Class Members and November 5, 2024 for the remaining Class Members who received a remailed Class Notice.

9. No requests to opt out were received. Accordingly, all 330 Class Members remain in the Class.

10. All Class Members had an opportunity to object to the Settlement. No written objections were received.

11. The Court Approved Notice of Class action Settlement and Hearing Date for Final Court Approval (the “Class Notice”), which was attached as **Exhibit A** to the Settlement and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

12. A full opportunity has been afforded to Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely request to opt-out (“Participating Class Members”) are bound by this Final Approval Order and the concurrently filed Judgment.

13. Upon the final approval by the Court of this Settlement and Defendant’s payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

- a. **“Released Parties”** means Rincon Taurino, Inc., Defendant Rincon Taurino Restaurant, Inc., and their past, present, and future parents, subsidiaries,

1 affiliated companies, agents, managing agents, employees, heirs, officers,
2 directors, owners and officers (both individually and in their official
3 capacities), general partners, limited partners, trustees, former and present
4 representatives, shareholders, stockholders, members, administrators,
5 attorneys, parents, subsidiaries, equity sponsors, related
6 companies/corporations and/or partnerships, divisions, assigns, predecessors,
7 successors, insurers, consultants, joint venturers, joint employers, potential
8 and/or alleged joint employers.

9 b. **Release of Class Claims.** Upon the Court's approval of the Settlement, and
10 upon payment of all funds dues under the terms of the Settlement, each and all
11 participating Class Members, on behalf of themselves and their respective
12 former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, shall release and discharge Released Parties from the
14 Released Class Claims and any and all federal and California state law wage-
15 and-hour claims, rights, demands, liabilities, and/or causes of action of every
16 nature and description arising from any and all claims that were alleged or
17 could have been alleged in the Operative Complaint based on the facts
18 contained therein, including, without limitation, statutory, constitutional,
19 contractual, and/or common law claims for wages, reimbursements, damages,
20 unpaid costs, penalties, liquidated damages, interest, attorneys' fees, and
21 litigation costs within the Class Period. The Released Class Claims include,
22 without limitation, California Code of Civil Procedure Sections 382, 1021.5,
23 California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.3,
24 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699,
25 *et seq.*, 2699.3, 2802, and any federal counterparts, California Business and
26 Professions Code sections 17200, *et seq.*, any IWC Wage Orders, California
27 Code of Civil Procedure § 1021.5, any cause of action for (i) Failure to Pay
28 Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (ii) Failure

1 to Pay Overtime Compensation [Cal. Lab. Code §§ 510, 1194 and 1198]; (iii)
2 Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (iv) Failure
3 to Authorize and Permit Rest Break (Cal. Lab. Code §§ 226.7); (v) Failure to
4 Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802 and IWC
5 Wage Orders); (vi) Failure to Timely Pay Final Wages at Termination Cal.
6 Lab. Code §§ 201-203); (vii) Failure to Provide Accurate Itemized Wage
7 Statements (Cal. Lab. Code § 226); (viii) Unfair Business Practices (Cal. Bus.
8 & Prof Code §§ 17200, et seq.); and (ix) Civil Penalties Under PAGA (Cal.
9 Lab. Code §§ 2699, et seq.).

10 c. **Released PAGA Claims.** Upon the Court's approval of the Settlement, and
11 upon payment of all funds due under the terms of the Settlement, all Aggrieved
12 Employees (including Plaintiff), on behalf of themselves, and their respective
13 former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, and the State of California shall be deemed to have
15 fully, finally, and forever released, relinquished, and discharged each and all of
16 the Released Parties from any and all claims, demands, rights, liabilities,
17 and/or causes of action for penalties under PAGA that accrued during the
18 PAGA Period and that were asserted in Plaintiff's PAGA Notice or the
19 Operative Complaint as well as those that could have been alleged in the
20 Operative Complaint or PAGA Notice based on the facts contained therein,
21 including, without limitation, Labor Code sections 201, 202, 203, 204, 210,
22 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
23 1197, 1197.1, 1198, 2699, *et seq.*, 2802, California Business and Professions
24 Code sections 17200, et seq., California Code of Civil Procedure § 1021.5 and
25 the applicable Industrial Welfare Commission Orders. Plaintiff and the
26 Aggrieved Employees shall be deemed to have acknowledged and agreed that
27 their claims in this Action are disputed, and that the payments to them set forth
28 in this Agreement constitute payment of all sums allegedly due to them arising

1 from the claims asserted in, or those that could have been alleged in, Plaintiff's
2 PAGA Notice and/or the Operative Complaint.

3 d. Nothing in the Agreement is intended to or shall preclude Plaintiff and
4 Aggrieved Employees from filing a complaint and/or charge with any
5 appropriate federal, state, or local government agency and/or cooperating with
6 said agency in its investigation. Plaintiff and Aggrieved Employees retain the
7 right to file a charge with, and to participate in an investigation conducted by,
8 any appropriate government agency charged with enforcement of any law and
9 the right to engage in concerted activity granted by Section 7 of the National
10 Labor Relations Act.

11 14. The Parties shall bear their own respective attorneys' fees and costs, except as
12 otherwise provided for in the Settlement and approved by the Court.

13 15. The Court finds that the Gross Settlement Amount of **\$295,000.00** ("GSA"), the Net
14 Settlement Amount, and the methodology used to calculate Individual Class Payments to
15 Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and
16 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
17 shares in accordance with the terms of the Settlement.

18 16. Within 15 business days of the Effective Date, Defendant shall transmit the GSA and
19 any amounts necessary to fully pay Defendant's share of payroll taxes to the Administrator.

20 17. The Administrator shall distribute Individual Class Payments to Participating Class
21 Members, Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment, the
22 Class Representative Service Payment to Plaintiff, and Class Counsel Fees Payment and Class
23 Counsel Litigation Expenses Payment to Class Counsel, within 14 business days after Defendant
24 funds the GSA.

25 18. A total amount of \$30,000.00 shall be allocated as "PAGA Penalties," payable from
26 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$22,500.00**)
27 to the LWDA ("LWDA PAGA Payment") and 25% (**\$7,500.00**) to Aggrieved Employees
28 ("Individual PAGA Payments").

1 19. The Court confirms the appointment of Plaintiff as the Class Representative, for
2 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
3 Participating Class Member and Aggrieved Employee, the Court approves and orders a service
4 payment to Plaintiff in the amount of **\$7,500.00** (the “Class Representative Service Payment”),
5 payable from the GSA, for her role and service as the Class Representative, for the risks and work
6 attendant to that role, and for her general release of claims and waiver of section 1542 rights.

7 20. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
8 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
9 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
10 adequately represented Class interests. The Court approves and orders the payments to Class
11 Counsel, payable from the GSA, of **\$98,333.00** for reasonable attorneys’ fees (“Class Counsel Fees
12 Payment”) and of **\$14,864.36**, for reimbursement of out-of-pocket costs (“Class Counsel Litigation
13 Expenses Payment”). The Court finds that these amounts are reasonable considering the benefits
14 provided to the Class.

15 21. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
16 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
17 Administrator of **\$8,250.00** (“Administration Expenses Payment”), payable from the GSA, for
18 settlement administration.

19 22. Pursuant to California Code of Civil Procedure section 384, following the expiration
20 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
21 Administrator shall transmit those amounts to the California Controller’s Unclaimed Property Fund
22 in the name of each Participating Class Member and/or Aggrieved Employee who failed to cash their
23 settlement check prior to the void date.

24 23. In accordance with California Rule of Court 3.771(b), notice of the concurrently
25 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
26 on its website for no less than ninety (90) calendar days following entry thereof.

27 24. This Final Approval Order and the concurrently filed Judgment are intended to be a
28 final disposition of the Action in its entirety and are intended to be immediately appealable.

25. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to carry out the Settlement according to its terms and provisions.

26. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

NACR

28. The Court sets a ~~(Non-Appeal) Compliance Hearing~~ re: Distribution on September 25, 2025 ~~September 19, 2025~~ at 9 : a.m./p.m. in Department 10. Class Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Settlement Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED.

DATE: 12/23/2024


THE HON. WILLIAM F. HIGHBERGER
Judge of the Superior Court, Los Angeles County

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor Los Angeles, California 90017. On November 13, 2024, I served the foregoing document described as:

X by E-mailing ____ the original X a true copy to the following:

Musick, Peeler & Garrett, LLP
Beth Kahn, Esq. (b.kahn@musickpeeler.com)
Matthew Richardson, Esq. (m.richardson@musickpeeler.com)
333 South Hope Street, Suite 2900
Los Angeles, CA 90071
Phone: (213) 629-7600
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Attorney for Defendant Rincon Taurino Restaurant, Inc.

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 13, 2024, at Los Angeles, California.

Janelle Jickain

Name

California.


Signature