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

CESAR RODRIGUEZ VINALAY, on  
behalf of himself and all others similarly  
situated,

Plaintiff,

vs.

RESTAURANT PACIFIC GROUP, LLC, a  
California Limited Liability company, and  
DOES 1-50, inclusive ,

Defendants.

Case No. 22CV000486  
ASSIGNED FOR ALL PURPOSES TO:  
Judge: Thomas W. Mills  
Dept.: 15  
Class Action

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

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1 WHEREAS, this action is pending before this Court as a preliminarily approved putative  
2 class action (the “Action”); and

3 WHEREAS, Plaintiff, through an unopposed motion for final approval, has applied to this  
4 Court for an order and judgment of final approval of the settlement of the Action in accordance  
5 with the Joint Stipulation of Class Action Settlement (hereinafter referred to as “Settlement  
6 Agreement” or “Settlement”), which sets forth the terms and conditions for a proposed settlement  
7 and final resolution of the Action upon the terms and conditions set forth therein; and

8 WHEREAS the Court, having read and considered the Settlement Agreement and any  
9 exhibit annexed thereto, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED,  
10 AND DECREED that the Motion for Final Approval of Class Action and PAGA Settlement is  
11 GRANTED, subject to the following findings and orders:

12 1. All terms used herein shall have the same meaning as defined in the Settlement  
13 Agreement attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Motion  
14 for Final Approval of Class Action and PAGA Settlement.

15 2. This Court has jurisdiction over the subject matter of this litigation and over the  
16 Parties to this litigation, including all Class Members.

17 3. The Court grants final approval to and certifies the Class for purposes of  
18 Settlement only. The Class is defined as: all current and former non-exempt employees of  
19 Defendant who worked for Defendant in the State of California at any time from February 18,  
20 2018, through August 13, 2021.

21 4. The Court finds “Aggrieved Employees” means all current and former nonexempt  
22 employees of Defendant who worked for Defendant in the State of California at any time from  
23 February 18, 2021, through August 13, 2021.

24 5. The Court finds the distribution of the Notice of Class Action and PAGA  
25 Settlement (“Class Notice”) has been completed. The Class Notice constituted notice that was  
26 reasonably calculated under the circumstances to apprise Class Members of the pendency of the  
27 Action, the Settlement and its terms, and their right to exclude themselves from or object to the  
28 proposed Settlement and to appear at the Final Approval Hearing. The Class Notice was

1 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive  
2 notice and met all applicable requirements of due process, and any other applicable rules or law.  
3 The Class Notice fully satisfies due process requirements. The Class Notice was sent via U.S.  
4 Mail to all persons entitled to such notice and to all Class Members who could be identified  
5 through reasonable effort. As executed, the Class Notice was the best notice practicable under the  
6 circumstances.

7         6.       The Court finds that the Labor & Workforce Development Agency (“LWDA”) has  
8 been provided timely and adequate notice of the proceedings in this matter and has made no  
9 objections to the proceedings or to the Settlement of this matter.

10        7.       The Court finds that there have been no Requests for Exclusion from, no  
11 Objections to, and no Disputes with, the Settlement.

12        8.       The Court hereby approves the terms set forth in the Settlement Agreement and  
13 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs  
14 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the  
15 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length  
16 negotiations. The Court further finds that the Parties have conducted extensive investigation and  
17 research, and their attorneys were able to reasonably evaluate their respective positions. The  
18 Court also finds that settlement now will avoid additional and potentially substantial litigation  
19 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
20 reviewed the monetary recovery being provided as part of the Settlement and recognizes the  
21 significant value accorded to Class Members.

22        9.       Neither this Settlement Agreement nor this Order is an admission by Defendants  
23 or a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this  
24 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to  
25 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any  
26 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

1           10. Defendants shall fund the Settlement, and the Settlement Administrator will  
2 distribute settlement payments, pursuant to the procedures described in the Settlement  
3 Agreement.

4           11. The Court confirms Named Plaintiff Cesar Rodriguez Vinalay as the Class  
5 Representative and hereby approves the class representative service award of Five Thousand  
6 Dollars (\$5,000) for his services to the Class. The Court finds that this amount is fair and  
7 reasonable in light of Plaintiff's contributions to this litigation and risks absorbed. The payment  
8 of the Class Representative service award shall be made in accordance with the terms of the  
9 Settlement.

10           12. The Court hereby confirms James R. Hawkins, Isandra Fernandez, and Lance  
11 Dacre, of the law firm of James Hawkins APLC, as Class Counsel.

12           13. The Court hereby awards attorneys' fees in the amount of Ninety-One Thousand  
13 Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$91,666.66) (i.e., 1/3 of the Gross Settlement  
14 Amount of \$275,000) and costs and expenses of Eleven Thousand Two Hundred Twenty Dollars  
15 and Ninety-Seven Cents (\$11,220.97) to Class Counsel. The Court finds that the attorneys' fees  
16 and costs requested were reasonable in light of the relevant factors under California law. The  
17 payment of fees and costs to Class Counsel shall be made in accordance with the terms of the  
18 Settlement.

19           14. The Court grants final approval of the payment of Ten Thousand Dollars (\$10,000)  
20 in penalties under the Private Attorneys General Act ("PAGA") Lab. Code § 2699 *et seq.* Of that  
21 amount, 75% equaling Seven Thousand Five Hundred Dollars (\$7,500) shall be paid to the  
22 LWDA and 25% equaling Two Thousand Five Hundred Dollars (\$2,500) shall be paid to the  
23 Aggrieved Employees. The payments authorized by this paragraph shall be made in accordance  
24 with the terms of the Settlement.

25           15. The Court further approves the payment of Eight Thousand Eight Hundred Fifty  
26 Dollars (\$8,850) to ILYM Group as the Settlement Administrator for the fees and costs of  
27 administering the settlement as set forth in the Settlement Agreement. The payment authorized by  
28 this paragraph shall be made in accordance with the terms of the Settlement.

1           16. Defendants shall have no further liability for costs, expenses, interest, attorneys'  
2 fees, or for any other charge, expense, or liability, except as provided in the Settlement  
3 Agreement.

4           17. This Judgment is intended to be a final disposition of the above-captioned action in  
5 its entirety and is intended to be immediately appealable.

6           18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section  
7 664.6, the Court shall have and retain continuing jurisdiction over this action and the parties and  
8 Class Members, including after the entry of this Order, to the fullest extent necessary to interpret,  
9 enforce and effectuate the terms and intent of the Settlement Agreement and this Order and  
10 Judgment.

11           19. The Settlement Administrator shall inform the Class Members of this Order and  
12 Judgment by posting this Judgment on its website for 180 days. The Settlement Administrator  
13 will post this Judgment within ten (10) calendar days after entry of this Order and Judgment.

14           20. Counsel shall submit a Final Accounting Report at least ten (10) calendar days  
15 prior to the date of the Final Accounting.

16           21. The Court sets a Final Accounting Hearing on March 21, 2025, at 8:30 a.m. in  
17 Department 15 of the above-entitled court located at 1200 Aguajito Road, Monterey, CA 93940.

18 IT IS SO ORDERED,

19 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Thomas W. Mills  
Judge of the Monterey County Superior Court