

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
Email: mmatern@maternlawgroup.com
MATTHEW W. GORDON (SBN 267971)
Email: mgordon@maternlawgroup.com
ERIN R. HUTCHINS (SBN 346557)
Email: ehutchins@maternlawgroup.com
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff
NANCY SALINAS, individually
and on behalf of all other aggrieved employees

PUCHER LAW INC.
JENNIFER S. PUCHER (SBN 223390)
Email : jennifer@pucherlaw.com
318 Avenue "I," Suite 244
Redondo Beach, California 90277
Telephone: (310) 344-2026

Attorneys for Defendant
HOF'S HUT RESTAURANTS, INC.

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

NANCY SALINAS, an individual, on behalf
of herself and all other aggrieved employees,

Plaintiff,

vs.

HOF'S HUT RESTAURANTS, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22STCV19043

[Assigned for all purposes to the
Hon. Kevin C. Brazile, Dept. 20]

**STIPULATION TO ENTER ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; ~~PROPOSED~~ ORDER
AND JUDGMENT**

Action Filed: June 10, 2022
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

11/14/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Perez Deputy

1 Plaintiff Nancy Salinas (“Plaintiff”) and Defendant Hof’s Hut Restaurants, Inc.
2 (“Defendant”) (collectively referred to as the “Parties”) hereby stipulate and request this Court enter
3 the order and judgment granting Plaintiff’s Motion for Approval of PAGA Settlement, by and
4 through their undersigned attorneys, as follows:

5 WHEREAS, on December 10, 2024, the Parties attended a private mediation with Monique
6 Ngo-Bonnici, Esq. and accepted a mediator’s proposal subject to the Parties entering into a long-
7 form settlement agreement;

8 WHEREAS, on March 11, 2025, the Parties fully executed a long-form settlement
9 agreement;

10 WHEREAS, on April 29, 2025, Plaintiff was notified by the mediator that Defendant
11 inadvertently provided the incorrect number of pay periods during the mediation;

12 WHEREAS, on May 1, 2025, the Parties agreed to a reduced settlement amount as a result
13 of Defendant inadvertently providing the incorrect number of pay periods during the mediation;

14 WHEREAS, on May 16, 2025, the Parties fully executed an amended long-form PAGA
15 settlement agreement to reflect the updated settlement amount and correct number of aggrieved
16 employees and pay periods;

17 WHEREAS, on June 27, 2025, Plaintiff filed a Motion for Approval of PAGA Settlement
18 (“Motion”);

19 WHEREAS, on September 18, 2025, this Court held a hearing on Plaintiff’s Motion and
20 granted the Motion in its entirety and entered a minute order stating that Plaintiff’s Motion is
21 granted;

22 WHEREAS, Plaintiff’s Motion requested that this Court enter both an order and judgment
23 approving the Parties’ settlement agreement under the Labor Code Private Attorneys General Act
24 of 2004;

25 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties,
26 through their respective counsel of record, that good cause exists for this Court to enter the Order
27 and Judgment Granting Plaintiff’s Motion for Approval of PAGA Settlement, filed originally with
28 Plaintiff’s Motion and again filed concurrently with this Stipulation with changes to paragraph 17

1 that reflect the hearings set by the Court at the hearing on the Motion on September 18, 2025.

2 IT IS SO STIPULATED.

3
4 DATED: October 8, 2025

MATERN LAW GROUP, PC

5
6 By:



7 MATTHEW J. MATERN
8 MATTHEW W. GORDON
9 ERIN R. HUTCHINS
Attorneys for Plaintiff
NANCY SALINAS, individually
and on behalf of all other aggrieved employees

10
11 DATED: October 7, 2025

PUCHER LAW INC.

12
13 By:

/s/Jennifer S. Pucher

14 JENNIFER S. PUCHER
15 Attorney for Defendant
16 HOF'S HUT RESTAURANTS, INC.
17
18
19
20
21
22
23
24
25
26
27
28

ORDER AND JUDGMENT

1
2 1. Plaintiff Nancy Salinas' ("Plaintiff") Motion for Approval of PAGA Settlement
3 ("Motion") came on regularly for hearing on September 18, 2025 at 8:30 a.m., the Honorable Kevin
4 C. Brazile presiding. Having reviewed Plaintiff's Motion, Plaintiff's Declaration, the Declaration
5 of Dalia Khalili and exhibits thereto, including the Amended PAGA Settlement Agreement
6 ("Amended Settlement Agreement" or "Settlement"), attached as Exhibit D, and for good cause
7 appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

8 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
9 forth in the Settlement.

10 2. Plaintiff's Motion is hereby GRANTED.

11 3. Judgment is hereby entered in favor of Plaintiff and against Defendant Hof's Hut
12 Restaurants, Inc. ("Defendant") in the amount of \$1,565,500.00 pursuant to the terms of the
13 Settlement. This Judgment is intended to be a final disposition of this action.

14 4. Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code
15 section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and
16 adequate in view of PAGA's purposes to remediate present labor law violations, to deter future
17 violations, and to maximize enforcement of state labor laws. The Court finds that notice of the
18 Settlement has been provided to the California Labor and Workforce Development Agency
19 ("LWDA"), as required by Labor Code § 2699(s)(2).

20 5. "Aggrieved Employees" means all current and former non-exempt employees of
21 Defendant in the State of California at any time during the PAGA Period.

22 6. The Court finds the Gross Settlement Amount of \$1,565,500.00, the payments to
23 the LWDA and Aggrieved Employees, and the methodology used to calculate and pay each
24 Aggrieved Employee's Individual PAGA Payment are fair, reasonable, and adequate and
25 authorizes the Settlement Administrator to pay the Individual PAGA Payments to Aggrieved
26 Employees in accordance with the terms of the Settlement. The Court also authorizes the Settlement
27 Administrator to transmit payment of 75% of the Net Settlement Amount to the LWDA.
28

1 7. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
2 \$521,833.33, which is one-third of the Gross Settlement Amount, is reasonable as a percentage of
3 the common fund. The Court awards Matern Law Group, PC attorneys' fees in the amount of
4 \$521,833.33 to be paid from the Gross Settlement Amount.

5 8. The Settlement limits PAGA Counsel's costs to \$25,000.00. The Court awards
6 Matern Law Group, PC \$17,665.62 in costs and expenses to be paid from the Gross Settlement
7 Amount, with the remaining \$7,334.38 to become part of the Net Settlement Amount.

8 9. The Court hereby approves an enhancement in the amount of \$10,000.00 to Plaintiff
9 Nancy Salinas for her service as a PAGA representative, the risks she undertook on behalf of the
10 State of California and the other Aggrieved Employees, and the general release of her individual
11 claims, including her individual wage and hour claims, to be paid from the Gross Settlement
12 Amount.

13 10. The Settlement limits the settlement administration costs to \$25,000.00. The Court
14 approves settlement administration costs in the amount of \$20,000.00 to Phoenix Settlement
15 Administrators to be paid from the Gross Settlement Amount.

16 11. Defendant shall fund the Gross Settlement Amount in four installments as follows:
17 (1) the first installment of \$400,000.00 shall be made within 30 days of the Effective Date (the date
18 by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting
19 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day
20 after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
21 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur),
22 (2) the second installment of \$400,000.00 shall be made within 75 days of the first installment, (3)
23 the third installment of \$400,000.00 shall be made within 75 days of the second installment, and
24 (4) the fourth and final installment of \$365,500.00 shall be made within 75 days of the third
25 installment.

26 12. Within fourteen (14) calendar days after the Effective Date, Defendant shall provide
27 the Settlement Administrator with a Microsoft Excel spreadsheet containing the Aggrieved
28 Employee Data, including each Aggrieved Employee's name, last known mailing address, Social

1 Security number, and number of pay periods worked between April 6, 2021 to February 12, 2025
2 (the "PAGA Period").

3 13. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
4 Amount, the Administrator shall mail checks or transfer funds for all Individual PAGA Payments,
5 the LWDA PAGA Payment, the PAGA Plaintiff Service Payment, the Administration Expenses
6 Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. The
7 Settlement Administrator shall send the checks for the Individual PAGA Payments via First Class
8 U.S. Mail to each Aggrieved Employee at his or her last known address or at the updated address
9 found through a National Change of Address search.

10 14. Upon the full funding of the Gross Settlement Amount by Defendant, and except as
11 to the right to enforce the terms and conditions of the Settlement, the Aggrieved Employees shall
12 be deemed to have released the Released Parties from the Released PAGA Claims during the PAGA
13 Period. "Released PAGA Claims" means all claims, demands, rights, liabilities, and causes of
14 action for civil penalties under PAGA, arising during the PAGA Period, that were pled in the
15 Operative Complaint in the Action and/or Plaintiff's PAGA Notice or that reasonably could have
16 been pled based upon the factual allegations in the Operative Complaint and/or Plaintiff's PAGA
17 Notice. "Released Parties" means Defendant and each of its former and present directors, officers,
18 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
19 and affiliates, including BARD Associates LLC.

20 15. Upon the full funding of the Gross Settlement Amount by Defendant, and except as
21 to the right to enforce the terms and conditions of this Settlement, Plaintiff and her respective former
22 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally release and discharge the Released Parties from any and all claims, charges, transactions,
24 losses, liabilities, damages, or occurrences through the date of execution of this Agreement
25 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
26 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
27 security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges
28 that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff

1 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
2 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
3 discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
4 the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code.

5 16. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
7 of, or related to the subject matter of the Action, including but not limited to all matters related to
8 the Settlement and the determination of all controversies relating thereto.

9 17. An Order to Show Re: Dismissal (Settlement) is scheduled for September 21, 2026
10 at 8:30 a.m. A Status Conference Re: Final Accounting is scheduled for September 21, 2026 at 8:30
11 a.m.

12 18. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
13 (10) calendar days of the Court's entry of this Order and Judgment.

14 IT IS SO ORDERED.

15
16 DATED: 11/14/2025



Kevin C. Brazile

Kevin C. Brazile / Judge

HON. KEVIN C. BRAZILE
Judge of the Superior Court