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16 and on behalf of all other aggrieved employees

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14 NANCY SALINAS, individually, and on
15 behalf of all other aggrieved employees,
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17 Plaintiff,
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19 vs.
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21 HOF'S HUT RESTAURANTS, INC., a
22 California corporation; and DOES 1 through 50,
23 inclusive,
24
25 Defendants.

Case No. 22STCV19043

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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: September 18, 2025
Time: 8:30 a.m.
Department: 20

Reservation ID: 339025516983

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

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 C.
4 Brazile presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the Declaration of Dalia
5 Khalili and exhibits thereto, including the Amended PAGA Settlement Agreement (“Amended
6 Settlement Agreement” or “Settlement”), attached as Exhibit D, and for good cause appearing, IT IS
7 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 section
15 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and adequate in
16 view of PAGA’s purposes to remediate present labor law violations, to deter future violations, and to
17 maximize enforcement of state labor laws. The Court finds that notice of the Settlement has been
18 provided to the California Labor and Workforce Development Agency (“LWDA”), as required by
19 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 the
23 LWDA and Aggrieved Employees, and the methodology used to calculate and pay each Aggrieved
24 Employee’s Individual PAGA Payment are fair, reasonable, and adequate and authorizes the
25 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
26 accordance with the terms of the Settlement. The Court also authorizes the Settlement Administrator to
27 transmit payment of 75% of the Net Settlement Amount to the LWDA.

28 7. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount of

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

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

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

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

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

23 12. Within fourteen (14) calendar days after the Effective Date, Defendant shall provide the
24 Settlement Administrator with a Microsoft Excel spreadsheet containing the Aggrieved Employee
25 Data, including each Aggrieved Employee's name, last known mailing address, Social Security
26 number, and number of pay periods worked between April 6, 2021 to February 12, 2025 (the "PAGA
27 Period").

28 13. Within fourteen (14) calendar days after Defendant funds the Gross Settlement

1 Amount, the Administrator shall mail checks or transfer funds for all Individual PAGA Payments, the
2 LWDA PAGA Payment, the PAGA Plaintiff Service Payment, the Administration Expenses Payment,
3 the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. The Settlement
4 Administrator shall send the checks for the Individual PAGA Payments via First Class U.S. Mail to
5 each Aggrieved Employee at his or her last known address or at the updated address found through a
6 National Change of Address search.

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

17 15. Upon the full funding of the Gross Settlement Amount by Defendant, and except as to
18 the right to enforce the terms and conditions of this Settlement, Plaintiff and her respective former and
19 present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally
20 release and discharge the Released Parties from any and all claims, charges, transactions, losses,
21 liabilities, damages, or occurrences through the date of execution of this Agreement ("Plaintiff's
22 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
23 to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
24 or workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
26 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
27 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For
28 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and

benefits, if any, of section 1542 of the California Civil Code.

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

17. A final accounting hearing is set for _____, 2026 at _____. The parties are ordered to provide a final report and accounting from the Settlement Administrator by _____.

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

IT IS SO ORDERED.

DATED: _____

HON. KEVIN C. BRAZILE
Judge of the Superior Court