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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP - 2 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VALERIE SANCHEZ, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
Employees,

Plaintiff,

vs.

SUNRISE RESTAURANTS, LLC, a Nebraska
limited liability company; W.K.S.
RESTAURANT CORPORATION, a California
corporation; W.K.S. SUNRISE HOLDINGS,
LLC, a Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2213630

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: September 2, 2025

Time: 1:30 p.m.

Place: Department S17

Complaint Filed: June 29, 2022

Trial Date: None Set

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1 provided the Court with sufficient information about the nature and magnitude of the claims being
2 settled, as well as the impediments to recovery, to make an independent assessment of the
3 reasonableness of the terms to which the Parties have agreed.

4 8. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair,
5 reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and
6 provisions of the Settlement.

7 9. The PAGA Settlement Notice to PAGA Employees, attached as **Exhibit 1** to this Order,
8 fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable
9 under the circumstances.

10 10. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
11 releases all Released PAGA Claims against the Released Parties.

- 12 a. **“Aggrieved Employees”** means all non-exempt employees who worked for
13 Defendant in California and who received at least one wage statement during the
14 PAGA Period.
- 15 b. **“Released Claims”** means all PAGA claims that were or could have been
16 alleged against Defendant (and Defendant’s affiliated and parent companies
17 W.K.S. Restaurant Corporation and W.K.S. Sunrise Holdings, LLC) based upon
18 the facts and matters identified in Plaintiff’s original PAGA Notice dated April
19 22, 2022, and in Plaintiff’s First Amended PAGA Notice, dated January 14,
20 2025, and the operative Complaint filed in the Action on behalf of the
21 Aggrieved Employees, which arose during the PAGA Period. Without limiting
22 the foregoing, and in addition to the foregoing, the release includes all civil
23 penalties under California Labor Code Section 2699 *et seq.* for alleged: failure to
24 pay all wages, including minimum and overtime wages; failure to provide meal
25 periods; failure to authorize and permit rest breaks; failure to provide accurate
26 itemized wage statements; failure to maintain accurate payroll records; failure to
27 timely pay wages during employment and upon separation; unlawful tipping
28 policy; compelling patronization; failure to provide one day’s rest in seven;

1 failure to provide suitable seating; failure to pay reporting time pay; failure to
2 reimburse for all necessary business expenses; failure to provide notice of
3 material terms of employment; failure to provide notice of available paid sick
4 leave; and failure to pay paid sick leave, pursuant to the corresponding
5 applicable sections of the California Labor Code, California Code of
6 Regulations and IWC Wage Orders, including Labor Code §§ 201, 202, 203,
7 204, 210, 216, 225.5, 226, 226.3, 226.7, 245.5, 246, 248.5, 351, 450, 510, 512,
8 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1,
9 1198, 2699, 2802, 2804, 2810.5.

10 11. **“Released Parties”** means Defendant and its current and former parents, predecessors
11 or successors, holding companies, affiliated or subsidiary companies or entities (including, but not
12 limited to, W.K.S. Restaurant Corporation, W.K.S. Sunrise Holdings, LLC), owners, investors,
13 shareholders, members, partners, joint venturers, officers, directors, managers, employees, agents,
14 attorneys, insurers, or assigns.

15 12. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
16 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
17 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
18 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
19 concession, or liability whatsoever by or against Defendant.

20 13. The Court approves the gross settlement amount of \$490,000. After deducting the
21 approved amounts for attorneys’ fees and costs, service awards, and settlement administration costs, the
22 net settlement amount of \$291,742.26 will be allocated as follows: Seventy-Five Percent (75%), or
23 approximately \$218,806.70, shall be paid to the California Labor and Workforce Development Agency,
24 and the remaining Twenty-Five Percent (25%), or approximately \$72,935.56, shall be paid to Aggrieved
25 Employees.

26 14. The Court approves Raul Perez, Bevin Allen Pike, Daniel S. Jonathan, and Trisha K.
27 Monesi of Capstone Law APC as PAGA Counsel. The Court hereby awards \$163,333.33 in attorneys’
28 fees and \$12,924.41 costs to Plaintiff’s Counsel, Capstone Law APC.

1 15. The Court approves an Enhancement Award of \$10,000 to Valerie Sanchez.

2 16. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
3 approves Settlement Administration Costs of \$12,000.

4 17. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
5 completion of settlement administration activities no later than July 10, 2026, as well as an amended
6 judgment regarding the distribution of unclaimed residuals to CASA of San Bernardino. The Court sets a
7 non-appearance compliance hearing for August 7, 2026, at which time the Court will consider evidence
8 that the distribution process is complete and that a final accounting may be approved.

9 18. This Judgment shall be binding on all Aggrieved Employees and the State of California,
10 who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the
11 PAGA Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
12 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
13 under PAGA is binding not only on the named employee plaintiff but also on state labor law
14 enforcement agencies and any aggrieved employee not a party to the proceeding).

15 19. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
16 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
17 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

18 20. This document shall constitute a judgment under California Code of Civil Procedure §
19 664.6.

20
21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Date

Sept. 2, 2025


Hon. Joseph T. Ortiz

San Bernardino County Superior Court Judge

Exhibit 1

[Date], 2025

CPT Group, Inc.

[Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Sunrise Restaurants, LLC (“Sunrise”) Employee:

You have received this notice because Sunrise’s records indicate that you have worked for Sunrise at some time between April 22, 2021, through October 26, 2024. This notice relates to the settlement of a lawsuit styled *Valerie Sanchez v. Sunrise Restaurants, LLC, et al.*, San Bernardino County Superior Case No. CIVSB2213630 (the “Lawsuit”).

In the Lawsuit, Plaintiff Valerie Sanchez (“Plaintiff”) seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations on the part of Sunrise, including: failure to pay all wages, including minimum and overtime wages; failure to provide meal periods; failure to authorize and permit rest breaks; failure to provide accurate itemized wage statements; failure to maintain accurate payroll records; failure to timely pay wages during employment and upon separation; unlawful tipping policy; compelling patronization; failure to provide one day’s rest in seven; failure to provide suitable seating; failure to pay reporting time pay; failure to reimburse for all necessary business expenses; failure to provide notice of material terms of employment; failure to provide notice of available paid sick leave; and failure to pay paid sick leave.

Sunrise strongly disputes Plaintiff’s allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Sunrise has made a business decision to settle the Lawsuit, which settlement has been approved by the Court. As part of the Settlement, Sunrise agreed to pay a certain amount of penalties under PAGA. Under the PAGA statutes, penalties are divided between the State of California and aggrieved employees, with the State receiving 75 percent of the penalties. Under the Settlement, Plaintiff and the State of California have released the following claims on behalf of the aggrieved employees:

All PAGA claims that were or could have been alleged against Defendant (and Defendant’s affiliated and parent companies W.K.S. Restaurant Corporation and W.K.S. Sunrise Holdings, LLC) based upon the facts and matters identified in Plaintiff’s original PAGA Notice dated April 22, 2022, and in Plaintiff’s First Amended PAGA Notice, dated January 14, 2025, and the operative Complaint filed in the Action on behalf of the Aggrieved Employees, which arose during the PAGA Period. Without limiting the foregoing, and in addition to the foregoing, the release includes all civil penalties under California Labor Code Section 2699 *et seq.* for alleged: failure to pay all wages, including minimum and overtime wages; failure to provide meal periods; failure to authorize and permit rest breaks; failure to provide accurate itemized wage statements; failure to maintain accurate payroll records; failure to timely pay wages during employment and upon separation; unlawful tipping policy; compelling patronization; failure to provide one day’s rest in seven; failure to provide suitable seating; failure to pay reporting time pay; failure to reimburse for all necessary business expenses; failure to provide notice of material terms of employment;

failure to provide notice of available paid sick leave; and failure to pay paid sick leave, pursuant to the corresponding applicable sections of the California Labor Code, California Code of Regulations and IWC Wage Orders, including Labor Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 245.5, 246, 248.5, 351, 450, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2802, 2804, 2810.5.

The Released Parties include Sunrise and each of its current and former parents, predecessors or successors, holding companies, affiliated or subsidiary companies or entities (including, but not limited to, W.K.S. Restaurant Corporation and W.K.S. Sunrise Holdings, LLC), owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, or assigns.

As part of the settlement, Sunrise agreed to pay \$490,000.00 which includes the following payments: [\$218,806.70] to the State of California; [\$72,935.56] to be distributed amongst the aggrieved employees; [\$163,333.33] to Plaintiff's counsel for attorneys' fees; up to [\$12,924.41] to Plaintiff's counsel for litigation costs and expenses; up to [\$10,000.00] for Plaintiff's Enhancement Award; and [\$12,000.00] for settlement administration costs. The enclosed settlement check represents your *pro-rata* portion of the Court-approved PAGA settlement to the aggrieved employees based on the number of pay periods you worked during the PAGA period.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to CASA of San Bernardino.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc., at _____.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.