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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KURT WEISSENBACH, GERMAN VACA,
and MARIBEL CABALLERO, individually
and on behalf of all other aggrieved employees,

Plaintiffs,

vs.

CALIFORNIA PIZZA KITCHEN, INC., a
Delaware Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 30-2022-01278828-CU-OE-
CXC

[Assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]

**~~AMENDED~~ [PROPOSED] FINAL
ORDER & JUDGMENT**

Date: August 9, 2024
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: September 1, 2022
First Amended Complaint Filed:
December 27, 2023
Trial Date: None Set

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[PROPOSED] ORDER

Plaintiffs Kurt Weissenbach, German Vaca, and Maribel Caballero’s (collectively, “Plaintiffs”) Motion for Approval of PAGA Settlement came on regularly for hearing on August 9, 2024, the Honorable Randall J. Sherman presiding. Having reviewed Plaintiffs’ motion, the Declarations of Deanna S. Leifer, David Bibiyan, Marcus Bradley, Kurt Weissenbach, German Vaca, and Maribel Caballero, and all exhibits thereto, including the Stipulation of Representative Action Settlement (“Stipulation”) and the Amendment to Stipulation of Representative Action Settlement (“Amendment”) and good cause appearing, the Court hereby finds and orders as follows:

1. The Court, for purposes of this Final Order and Judgment, adopts all defined terms as set forth in the Stipulation and Amendment filed in this Action.

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Aggrieved Employees, and defendant California Pizza Kitchen, Inc. (“Defendant”). The Aggrieved Employees consist of Plaintiffs and all current and former non-exempt employees of Defendant in California at any time during the time period from June 28, 2021 through December 29, 2023.

3. This Final Order and Judgment shall be binding on all Aggrieved Employees and the Labor and Workforce Development Agency (“LWDA”), ~~who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims, as defined below.~~ See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2699 *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and furthers PAGA’s objectives. The Court finds that notice of the Settlement has been provided to the LWDA, as required by Labor Code § 2699(1)(2).

1 5. Upon Defendant providing the Settlement Fund to the Settlement Administrator,
2 all Aggrieved Employees shall be deemed to have released the Released Parties of any and all
3 claims and/or causes of action under PAGA arising from and/or relating in any way to the claims
4 pled in the Actions (including in the operative complaints and LWDA Notices) or that could have
5 been asserted based on the facts alleged in the Actions against Defendant, including but not
6 limited to claims for: failure to timely pay all wages at termination (Cal. Lab. Code §§ 200, 201,
7 202, 203, 558); failure to pay all wages and premiums (i.e., minimum, overtime, doubletime, and
8 reporting time wages, and split shift premiums), including with respect to the timeliness and rate
9 at which these wages were paid (Cal. Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11,
10 205, 205.5, 210, 216, 221, 222, 223, 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1,
11 1194.2, 1194.5, 1195, 1197, 1197.1, 1198, 1199 and 29 U.S.C. §§ 207 & 216); meal and rest
12 period violations, including with respect to the rate at which premiums are paid (Cal. Lab. Code
13 §§ 200, 226.7, 512, 516, 551, 552, 558, 1198); failure to provide one day's rest in seven days
14 (Cal. Lab. Code §§ 551, 552); failure to pay vested vacation time at termination, including with
15 respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to provide sick pay
16 or properly pay sick time, including with respect to the rate at which it was paid (Cal. Lab. Code
17 §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6, 248.7, 249, 558); failure to provide suitable seating
18 (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab.
19 Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3,
20 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return
21 deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful
22 deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510,
23 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code
24 §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to furnish and use safety devices and guards
25 and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide
26 adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457
27 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432);
28 unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful

1 background checks (Cal. Lab. Code §§ 432.7, 432.8, and Cal. Gov't Code § 12952); unlawful
2 reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and
3 prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA
4 (Cal. Lab. Code § 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC
5 California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 based
6 on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal.
7 Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys'
8 fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3,
9 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. Proc. Code § 1021.5 that arose during the
10 PAGA Period.

11 6. The Court finds the Settlement Fund in the total amount of \$712,563.50, the
12 PAGA Fund, and the methodology used to calculate and pay each Aggrieved Employee's
13 Individual Settlement Payment are fair and reasonable, and authorizes the Settlement
14 Administrator to pay the Individual Settlement Payments to Aggrieved Employees in accordance
15 with the terms of the Stipulation. The Court also authorizes the Settlement Administrator to make
16 the PAGA payment to the LWDA.

17 7. The Court finds that Plaintiffs' Counsel's request for attorneys' fees in the amount
18 of \$237,521.17, which is one-third of the Settlement Fund, is reasonable under the lodestar
19 method and as a percentage of the common fund. The Court finds that the number of hours
20 Plaintiffs' Counsel spent prosecuting this Action is reasonable and Plaintiffs' Counsel's hourly
21 ~~rates are reasonable and in line with rates prevailing in the community.~~ The Court awards
22 Plaintiffs' Counsel \$237,521.17 in attorneys' fees to be paid from the Settlement Fund, to be
23 allocated as follows: \$220,645.11 to Matern Law Group PC, \$11,876.06 to Bibiyan Law Group,
24 P.C., and \$5,000.00 to Bradley/Grombacher, LLP.

25 8. The Court finds that Plaintiffs' Counsel has incurred \$19,689.71 in costs and
26 expenses. Such costs and expenses were reasonably incurred in prosecuting this Action on behalf
27 of the Aggrieved Employees. The Court awards Plaintiffs' Counsel \$19,689.71 in costs and
28 expenses to be paid from the Settlement Fund, to be allocated as follows: \$12,370.04 to Matern

1 Law Group PC, \$5,483.84 to Bibiyan Law Group, P.C., and \$1,835.83 to Bradley/Grombacher,
2 LLP.

3 9. The Court hereby approves Incentive Awards in the amount of \$2,500.00
4 ~~\$10,000.00~~ each to Plaintiffs for their service as PAGA representatives, to be paid from the
5 Settlement Fund.

6 10. The Court approves Settlement Administration Costs in the amount of \$24,207.00,
7 to be paid from the Settlement Fund.

8 11. This Judgment is intended to be a final disposition of the Action and is intended to
9 be immediately appealable.

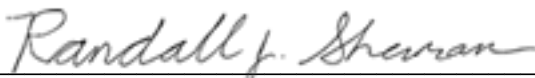
10 12. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the settlement, and any and all claims, asserted in, arising
12 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
13 related to the settlement and the determination of all controversies relating thereto.

14 13. The Parties are to provide a final report and accounting by May 28 ~~June 2~~, 2025.
15 A ~~non-appearance~~ case review hearing regarding submission of the final report is set for June 13
16 9, 2025 at 10:00 a.m.

17 14. The Court directs that a judgment shall be entered in accordance with the terms of
18 this Order.

19 IT IS SO ORDERED.

20
21 DATED: **August 9, 2024**


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT