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Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Hyunjin Kim (SBN 345518)
MOON LAW GROUP, PC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: hkim@moonlawgroup.com

Attorneys for Plaintiff Celeste Guerra

FILED
Superior Court of California
County of Los Angeles
03/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

CELESTE GUERRA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BUFFALO SPOT 2 AZ, LLC, a limited liability
company; BUFFALO SPOT 3 AZ, LLC, a limited
liability company; BUFFALO SPOT 3, LLC, a
limited liability company; BUFFALO SPOT 4,
LLC, a limited liability company; BUFFALO
SPOT 5, LLC, a limited liability company;
BUFFALO SPOT 6, LLC, a limited liability
company; BUFFALO SPOT 7, LLC, a limited
liability company; BUFFALO SPOT 8, LLC, a
limited liability company; BUFFALO SPOT 9,
LLC, a limited liability company; BUFFALO
SPOT 10, LLC, a limited liability company;
BUFFALO SPOT 11, LLC, a limited liability
company; BUFFALO SPOT GLOBAL, LLC, a
limited liability company; BUFFALO SPOT
MANAGEMENT GROUP, LLC, a limited
liability company; BUFFALO SPOT WINGS
AND RIBS, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 22STCV16054

CLASS AND REPRESENTATIVE ACTION

[Hon. Stuart Rice, Dept. 1]

**[AMENDED PER TENTATIVE -
PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF CELESTE
GUERRA'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with Plaintiff Celeste Guerra's Notice
of Motion and Motion for Final Approval,
Declaration of Kane Moon, Declaration of
Celeste Guerra, and Declaration of Yami
Burns]*

FINAL APPROVAL HEARING

Date: March 18, 2024

Time: 10:30 AM

Dept.: 1

1 The Court issued an Order Granting Plaintiff Celeste Guerra’s Motion for Preliminary
2 Approval of Class and PAGA Action Settlement on June 13, 2023. Plaintiff Celeste Guerra
3 (“Plaintiff”) now seeks an Order and Judgment Granting Final Approval of the same Class
4 Action and PAGA Settlement and Class Notice ("Settlement") between Plaintiff and
5 Defendants Buffalo Spot 3, LLC, Buffalo Spot 4, LLC, Buffalo Spot 5, LLC, Buffalo Spot 6,
6 LLC, Buffalo Spot 7, LLC, Buffalo Spot 8, LLC, Buffalo Spot 9, LLC, Buffalo Spot 10, LLC,
7 Buffalo Spot 11, LLC, Buffalo Spot Global, LLC, Buffalo Spot Management Group, LLC, and
8 Buffalo Spot Wings and Ribs, LLC (“Defendants”), attached to the Declaration of Kane Moon
9 in Support of Plaintiff Celeste Guerra’s Motion for Final Approval of Class and PAGA Action
10 Settlement as **Exhibit 1**.

11 The Court, having considered Plaintiff Celeste Guerra’s Notice of Motion and Motion
12 for Final Approval of Class and PAGA Action Settlement (“Motion”), the supporting
13 Declarations and Exhibits therein, the records and files in this Action, and the absence of any
14 written objections received regarding the Settlement; and good cause appearing, **HEREBY**
15 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all
17 Participating Class Members, all Aggrieved Employees, and Defendants.

18 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
19 set forth in the Settlement.

20 The Settlement appears to have been made and entered into in good faith and is hereby
21 approved, subject to any limitations on the requested fees and payments as set forth below.

22 For purposes of effectuating the Settlement, the following Class is hereby certified: all
23 persons employed by Defendants in California and classified as a non-exempt during the
24 period from May 13, 2018, through January 22, 2023. *Revised Settlement*, ¶¶ 1.5; 1.12.

25 The Parties shall bear their own respective attorneys' fees and costs, except as provided
26 for in the Settlement and approved by the Court.

27 No Class Members have objected to the terms of the Settlement, and no Class Members
28 have requested exclusion from the Settlement.

1 Plaintiff and all Participating Class Members shall have, by operation of this Final
2 Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Released Class Claims and Released PAGA Claims as of the
4 Effective Date, as stated in the Settlement and reproduced here:

5 a. **Released Parties** means: Defendants and each of its former and present
6 directors, officers, shareholders, members, owners (including Ivan Flores),
7 members, agents (including any investment bankers, accountants, attorneys,
8 insurers, reinsurers, and any past, present, or future officers, directors, and
9 employees), predecessors, successors, assigns, subsidiaries, affiliates, and
10 related companies. (Revised Settlement ¶ 1.41).

11 b. **Release by Participating Class Members Who Are Not Aggrieved**
12 **Employees.** All Participating Class Members, on behalf of themselves and their
13 respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, release Released Parties from (i) all
15 claims that were alleged, or reasonably could have been alleged, based on the
16 Class Period facts stated in the Operative Complaint and ascertained in the
17 course of the Action including any and all claims involving any alleged failure
18 to pay minimum wage; failure to pay overtime wages, failure to provide meal
19 and/or rest periods; failure to indemnify; failure to pay wages due at
20 termination; failure to provide accurate itemized wage statements ; unfair
21 business practices; and PAGA penalties. Except as set forth in Section 5.3 of
22 this Agreement, Participating Class Members do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair
24 Employment and Housing Act, unemployment insurance, disability, social
25 security, workers' compensation, or claims based on facts occurring outside the
26 Class Period. (Revised Settlement, ¶ 5.2)

27 c. **Release by Class Members Who Are Aggrieved Employees.** All Participating
28 and Non-Participating Class Members who are Aggrieved Employees are

1 deemed to release, on behalf of themselves and their respective former and
2 present representatives, agents, attorneys, heirs, administrators, successors, and
3 assigns, the Released Parties from all claims for PAGA penalties that were
4 alleged, or reasonably could have been alleged, based on the PAGA Period facts
5 stated in the Operative Complaint, the PAGA Notice, and ascertained in the
6 course of the Action including, any and all claims involving any alleged failure
7 to pay minimum wage; failure to pay overtime wages, failure to provide meal
8 and/or rest periods; failure to indemnify; failure to pay wages due at
9 termination; failure to provide accurate itemized wage statements ; unfair
10 business practices; and PAGA penalties. (Revised Settlement, ¶ 5.3)

11 d. **Effective Date** means the date by when both of the following have occurred: (a) the
12 Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following
14 occurrences: (a) if no Participating Class Member objects to the Settlement, the day
15 the Court enters Judgment; (b) if one or more Participating Class members objects
16 to the Settlement, the day after the deadline for filing a notice of appeal from the
17 Judgment; or, if a timely appeal from the Judgment is filed, the day after the
18 appellate court affirms the Judgment and issues a remittitur. (Revised Settlement, ¶
19 1.18.)

20 The Gross Settlement Amount, Net Settlement Amount, and methodology used to
21 calculate and pay the Individual Class Payments and Individual PAGA Payment are fair and
22 reasonable.

23 Defendants shall pay a total of \$260,000.00 to resolve this litigation. Defendants will
24 fund the settlement account through a payment plan, which allows for the first payment of
25 \$26,000 to be made within 30 calendar days after final approval, then nine additional
26 installments of \$26,000 to be paid on the same day each month. (Revised Settlement, ¶ 4.3.)
27 Settlement is to be fully paid by June 9, 2025. (*Id.*) The Administrator shall mail the
28

Individual Class Settlement Payments and Individual PAGA Settlement Payments within fourteen (14) days of the receipt of funding. (Revised Settlement, ¶ 4.4.)

From the Gross Settlement Amount, an LWDA PAGA Payment of \$15,000.00 shall be paid to the California Labor and Workforce Development Agency (“LWDA”), representing 75% of the PAGA Allocation awarded under the terms of the Settlement, pursuant to the California Private Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.*

From the Gross Settlement Amount, a Class Representative Service Payment in the amount of \$7,500.00 shall be paid to Celeste Guerra for her service as Class Representative and general release of claims. Celeste Guerra is hereby confirmed as Class Representative.

From the Gross Settlement Amount, Class Counsel Fees Payment in the amount of \$86,666.66 and Class Counsel Litigation Expenses Payment in the amount of \$20,000.00 shall be paid to Class Counsel for their reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class. Moon Law Group, PC is hereby confirmed as Class Counsel.

From the Gross Settlement Amount, Administration Expenses Payment in the amount of \$12,950.00 shall be paid to the designated Administrator, Phoenix Settlement Administrators.

The Net Settlement Amount is calculated to be \$117,883.34.¹ The Administrator is authorized to pay the Individual Class Payments and Individual PAGA Payments to the Participating Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

The Notice provided to the Class conforms with the requirements of *California Rules of Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the

¹ The Net Settlement Amount is: \$260,000.00 minus \$86,666.66 in attorney’s fees, minus \$20,000.00 in attorney’s costs, minus \$7,500.00 in Plaintiff’s Class Representative Service Payment, minus \$15,000 for the PAGA Payment to the LWDA, minus \$12,950.00 in settlement administration costs.

1 circumstances, providing (a) individual notice to all Class Members who could be identified
2 through reasonable effort and (b) due and adequate notice of the proceedings and matters set
3 forth therein to the Class Members. The Notice fully satisfies the requirements of Due
4 Process.

5 The Parties are ordered to have notice of this Final Order and Judgment sent to all
6 Participating Class Members and Aggrieved Employees in accordance with *California Rules*
7 *of Court* section 3.771(b), along with the Individual Class Settlement Payments and Individual
8 PAGA Settlement Payments issued via First Class U.S. Mail to their last known addresses and
9 to the LWDA, pursuant to *Labor Code* section 2699(1)(3).

10 This Judgment is intended to be a final disposition of the Action in its entirety and is
11 intended to be immediately appealable.

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

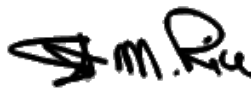
16 Plaintiff Celeste Guerra's Motion for Final Approval of Class and PAGA Action
17 Settlement is hereby granted, and the Court directs that Judgment shall be entered in
18 accordance with the terms of this Order.

19 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on June 30,
20 2026 in Department 1. Class Counsel is ordered to file a final report and declaration regarding
21 distribution no later than June 23, 2026.

22 **IT IS SO ORDERED.**

23 DATE: March 18, 2024



24 A handwritten signature in black ink, appearing to read "Stuart M. Rice".

25 Stuart M. Rice / Judge

26 Honorable Stuart Rice
27 Judge of the Superior Court of California for the
28 County of Los Angeles

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
5 1880, Los Angeles, California 90017. On **March 13, 2024**, I served the foregoing document
described as:

6 **[AMENDED PER TENTATIVE - PROPOSED] ORDER AND JUDGMENT GRANTING**
7 **PLAINTIFF CELESTE GUERRA'S MOTION FOR FINAL APPROVAL OF CLASS AND**
8 **PAGA ACTION SETTLEMENT**

9 X by E-mailing ___ the original X a true copy to the following:

10 **Jackson Lewis P.C.**

11 Guillermo Escobedo, Esq. (guillermo.escobedo@jacksonlewis.com)

12 Arcelia Magana, Esq. (arcelia.magana@jacksonlewis.com)

13 225 Broadway, Suite 1800

14 San Diego, CA 92101

15 Phone: (619) 573-4900

16 Fax: (619) 573-4901

17 ***Attorneys for Defendants Buffalo Spot 10 LLC., et al.***

18 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the
19 parties to accept electronic service, I caused the documents to be sent to the
20 persons at the electronic service addresses listed above via third-party cloud
21 service **CASEANYWHERE**.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed this, **March 13, 2024** at Los Angeles, California.

25 Janelle Jickain

26 Type or Print Name

27 

28 Signature