

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiff, CAYA RODRIGUEZ

an individual and on behalf of all others similarly situated and aggrieved,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

CAYA RODRIGUEZ, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

RAISING CANE'S USA, L.L.C., a California
limited liability company; RAISING CANE'S
RESTAURANTS, L.L.C., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 25STCV11470

[Assigned for all purposes to the Hon. David
S. Cunningham III, in Dept. 11]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

1 This Court, having considered the motion of plaintiff Caya Rodriguez (“Plaintiff”), for
2 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
4 Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiff, Jodey Lawrence, Joint Stipulation of
5 Class and PAGA Representative Action Settlement and Release (the “Settlement,” “Settlement
6 Agreement” or “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date
7 for Final Approval Hearing (“Class Notice”), and other documents submitted in support of the
8 Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by defendants Raising Cane’s USA, L.L.C. (“Raising Cane’s”) as hourly-paid,
14 non-exempt employees in the State of California at any time during the period from August 26, 2018
15 through May 22, 2023 (“Class Period”).

16 3. The Court preliminarily appoints the named Plaintiff as Class Representative. The
17 Court also preliminarily appoints David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group as
18 Class Counsel.

19 4. “Defendants” are Raising Cane’s USA, L.L.C. (“Raising Cane’s”) and Raising
20 Cane’s Restaurants, L.L.C. (Company, and with Raising Cane’s, “Defendants”),

21 5. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research has been conducted such that counsel for the parties
28

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 6. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$4,226,000.00 which is inclusive of: attorneys' fees of no more than thirty-
14 five (35%) of the Gross Settlement Amount, which amounts to \$1,487,500.00, in addition to actual
15 costs incurred of up to \$60,000.00; a service award of not to exceed \$10,000.00 to the Plaintiff;
16 costs of settlement administration of not to exceed \$99,950.00 and Private Attorneys' General Act
17 of 2004 ("PAGA") penalties in the amount of \$200,000.00, of which \$150,000.00 (75%) will be
18 paid to the Labor and Workforce Development Agency ("LWDA") and \$50,000.00 (25%) to PAGA
19 Members.

20 9. "PAGA Members" means all persons currently or formerly employed by Raising
21 Cane's as hourly-paid, non-exempt employees in the State of California at any time during the
22 period from December 4, 2021 through May 22, 2023 ("PAGA Period").

23 10. The Gross Settlement Amount expressly excludes Employer Payroll Taxes, which
24 will be paid separately by Defendant on the wages portion of the Gross Settlement Amount.

25 11. The Class Period and PAGA Period end on May 22, 2023, pursuant to Defendants'
26 election to exercise their option under the terms of the Settlement Agreement so that the cumulative
27 Workweeks do not exceed 1,123,689.

1 12. The Court deems, Phoenix Settlement Administrators (“Settlement Administrator”
2 or “Administrator”), and payment of administrative costs, not to exceed \$99,950.00 out of the Gross
3 Settlement Amount for services to be rendered by Phoenix Settlement Administrators on behalf of
4 the class.

5 13. Within 30 days after the Preliminary Approval Date, Defendants shall provide Class
6 Data to the Settlement Administrator information in electronic format. “Class Data” means Class
7 Member and PAGA Member identifying information in Raising Cane’s possession including the
8 Class Member’s name, last-known mailing address, Social Security Number, hire dates, re-hire
9 dates (as applicable), and termination dates (as applicable), and number of Covered Class
10 Workweeks and Covered PAGA Pay Periods.

11 14. The Settlement Administrator shall perform an address search using the United States
12 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
13 on the Class List with the newly-found addresses, if any.

14 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
15 after receiving the Class Member data from Defendants and after it has completed all of the address
16 updates for Class Members, the Settlement Administrator shall mail the Class Notice to Class
17 Members, in English and Spanish.

18 16. “Response Deadline” means 45 days after the Settlement Administrator mails the
19 Class Notice to Class Members and PAGA Members, and shall be the last date on which Class
20 Members may: (a) mail Requests for Exclusion from the non-PAGA portion of the Settlement, or
21 (b) mail his or her Objection to the non-PAGA portion of the Settlement. Class Members to whom
22 Class Notices are resent after having been returned undeliverable to the Settlement Administrator
23 shall have an additional 14 calendar days beyond the Response Deadline has expired. If the 45th
24 day (or extended Response Deadline following a resent Class Notice) falls on a Sunday or holiday,
25 the Response Deadline shall end on the next business day that is not a Sunday or holiday.

26 17. Class Members who wish to “opt-out” of and be excluded from the non-PAGA
27 portions of this settlement must submit a written Request for Exclusion from the Settlement
28

1 Agreement to the Settlement Administrator bearing a post-mark from a date within the Response
2 Deadline. A Request for Exclusion means a Class Member's timely submission of a written request
3 to be excluded from the non-PAGA portion of the Settlement signed by the Class Member pursuant
4 the opt-out procedures set forth in this Agreement.

5 18. Class Members submitting untimely or deficient Requests for Exclusion shall be
6 bound by the Settlement and its releases and will be considered Participating Class Members for
7 settlement distribution purposes, including those pertaining to the Released Claims, as well as any
8 Judgment that may be entered by the Court if Final Approval of the Settlement is granted.

9 19. Only Participating Class Members may object to the non-PAGA portions of the
10 Settlement. Class Members who opt-out of the Settlement (Non-Participating Class Members) are
11 not eligible to object. All objections must be sent no later than forty-five (45) days after the mailing
12 of the Class Notice, which shall be extended by fourteen (14) additional days for any Class Member
13 to whom the Settlement Administrator re-mails a Class Notice that was lost, misplaced, misrouted,
14 or returned as undelivered. Anyone who fails to send timely written objections in this manner shall
15 be deemed to have waived any objections and shall be foreclosed from filing any appeal from any
16 Final Approval Order issued by the Court. The Parties may file a response to any objections
17 submitted by objecting Participating Class Members at or prior to the Final Approval Hearing.

18 20. If a Class Member submits both an objection and a Request for Exclusion, the
19 Request for Exclusion will control and the Objection will be overruled.

20 21. All papers filed in support of final approval, including supporting documents for
21 attorneys' fees and costs, shall be filed by _____.

22 22. A Final Fairness and Approval Hearing shall be held with the Court on
23 _____ in Department 11 of the above-entitled Court to determine: (1)
24 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
25 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
26 of service award to the Class Representatives; (4) the amount to be paid to the Settlement
27 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and
28

1 Aggrieved Employees.

2 23. For any Class Member whose Individual Class Payment check or Individual PAGA
3 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
4 funds represented by such checks to the Controller of the State of California to be held by the
5 Unclaimed Property Fund in the name of the individual to whom the uncashed check was addressed.

6

7 **IT IS SO ORDERED.**

8

9 Dated: _____

Judge of the Superior Court

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28