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Attorneys for Plaintiff, Apolinar Garcia,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

APOLINAR GARCIA, individually and as an aggrieved employee on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

LAWRY'S RESTAURANTS, INC., and DOES 1-10, inclusive,

Defendants.

Case No.: 22STCV25409

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept.: 12

[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

Date: April 6, 2027
Time: 1:45p.m.
Dept.: 12

FAC Filed: October 11, 2022
Complaint Filed: August 5, 2022
Trial Date: Not Set

[PROPOSED] ORDER AND JUDGMENT

Plaintiff Apolinar Garcia's unopposed Motion for Approval of PAGA Settlement ("Motion") in the above-captioned matter came for hearing on April 6, 2027, before the Honorable Carolyn B. Kuhl in Department 12 of the above-entitled Court located at 312 North Spring Street, Los Angeles, California 90012. The Court, having considered Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefor, **HEREBY FINDS, ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. Plaintiff's Motion is granted in its entirety.

2. The PAGA Settlement Agreement ("Agreement" or "Settlement"), attached as **Exhibit 1** to the Declaration of Lance Dacre in Support of Plaintiff's Motion for Approval of PAGA Settlement, is hereby approved pursuant to Labor Code § 2699(l)(2). The Court finds that the Settlement represents a fair, reasonable, and adequate resolution of the PAGA claims alleged in this Action and fulfills the objectives of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA").

3. The Agreement is hereby deemed incorporated into this Order and Judgment. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees.

5. The Court finds that Plaintiff has satisfied the prerequisites under PAGA including, but not limited to, providing notice to the LWDA and Defendants of the specific provisions of the California Labor Code alleged to have been violated and the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

6. The Court also finds that the Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in this Action.

7. The Aggrieved Employees covered under the Settlement consist of the following

individuals: Plaintiff and any person who worked as a non-exempt employee for Defendant in California during the PAGA Period, which runs from August 5, 2021 through _____ (the date the Court approves the Settlement)] or [_____, 2026 (the date on which the escalator threshold is reached)].

8. The Court approves, as to form and content, the Notice of Representative Action Settlement attached as **Exhibit A** to the Agreement.

9. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that Four Hundred Seventy Thousand Dollars ($470,000.00, the "Gross Settlement Amount") represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

10. The Court finds the payments provided for under the Agreement to be fair, just, reasonable, and adequate in light of all of the circumstances.

11. Pursuant to the terms of the Agreement, Defendant Lawry's Restaurants, Inc. ("Defendant") shall pay the Gross Settlement Amount of Four Hundred Seventy Thousand Dollars ($470,000.00). Defendant is ordered to deposit the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date.

12. Within fourteen (14) calendar days after the entry of the Court Approval Order and Judgment, Defendant will provide the Settlement Administrator with the Aggrieved Employee Data in a readable Microsoft Excel spreadsheet, which shall include the following information for all Aggrieved Employees: (i) full name; (ii) last known mailing address; (iii) social security number or unique employee identifier; and (iv) total Pay Periods worked during the PAGA Period as a non-exempt employee of Defendant.

13. Within fourteen (14) calendar days after receipt of the Gross Settlement Amount, the Settlement Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set forth below:

a. One Hundred Fifty-Six Thousand, Six Hundred Sixty-Six Dollars ($156,666) shall be paid to Plaintiff's Counsel, James Hawkins, APLC, from the Gross Settlement Amount as payment for any and all attorneys' fees incurred by Plaintiff's Counsel in this Action.

b. Eighteen Thousand Six Hundred Seventy-Three Dollars and Fifteen Cents ($18,673.15) shall be paid to Plaintiff's Counsel, James Hawkins, APLC, from the Gross Settlement Amount for reimbursement of their reasonable and actual expenses incurred in this Action;

c. Five Thousand Eight Hundred Fifty-Six Dollars ($5,856) shall be paid to the Settlement Administrator from the Gross Settlement Amount for administration expenses;

d. The Net Settlement Amount remaining after the deduction of the Attorneys' Fees and Costs and Administration Costs ($288,804.85) shall be designated as civil penalties under PAGA to be distributed to the LWDA and Aggrieved Employees. 75% of the Net Settlement Amount ($216,603.64) shall be distributed to the LWDA ("LWDA PAGA Payment"). 25% of the PAGA Payment ($72,201.21) shall be distributed to the Aggrieved Employees on a *pro rata* basis based on the number of Pay Periods worked by each Aggrieved Employee ("Individual PAGA Payment"). The Settlement Administrator shall mail each Aggrieved Employee their Individual PAGA Payment along with the Notice of Representative Action Settlement attached to the Agreement as **Exhibit A.**

14. The Court designates Simpluris, Inc. ("Settlement Administrator") as the third-party Settlement Administrator for distribution of the Gross Settlement Amount, mailing of the Settlement Cover Letters, and other duties set forth in the Settlement.

15. All checks payable to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from their date of issuance. If any checks are not cashed within one hundred and eighty (180) calendar days of mailing, the funds from such uncashed

checks shall be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued, pursuant to the Settlement.

16. Upon entry of the complete funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the LWDA shall be bound by a release of all claims for civil penalties under PAGA that were alleged, or could reasonably have been alleged, based on the facts and allegations in the Action and/or in the PAGA Notices, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; collecting and/or receiving from Aggrieved Employees part of their wages; failing to provide Aggrieved Employees with paid sick leave; failing to pay Aggrieved Employees wages for unused vested vacation time; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses; failure to indemnify employees for necessary expenditures incurred in discharge of duties; payment for all hours worked, including off-the-clock work and walking time; failure to furnish accurate itemized wage statements; failure to maintain required records; unlawful deductions and/or withholdings from wages; unlawful failure to keep accurate payroll records of daily hours worked; failure to permit inspection of personnel and payroll records; any violations of the California Labor Code that could have been alleged, including without limitation sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, , 210, 216, 218, 218.5, 218.6, 221, , 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246-248.5, 247.5, 248.5, 256, , 450, 510, , 512, , 550, 551, 552, 558, , 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698, *et seq.*, 2699 *et seq.*, 2800, 2802, and 2804, and any violations of the unfair competition law or Wage Orders of the California Industrial Welfare Commission that could reasonably have been alleged ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. All such claims, liabilities or causes of action

(including, without limitation, claims for related attorneys' fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought. The Parties intend for this release to be as broad as lawfully possible. Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

17. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this Order and Judgment is required to be provided to Aggrieved Employees.

18. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this action and the parties, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

19. A post-approval final accounting hearing shall be held on October 29, 2027, at 8:30 a.m. in Dept. 12 of the above-entitled court, located at 312 North Spring Street, Los Angeles, California 90012. Plaintiff's Counsel shall submit a final compliance status report by no later than 10 days prior to the final accounting hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____

_____
Honorable Carolyn B. Kuhl
Judge of the Superior Court