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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 SONIA SALVADOR, individually and on
behalf of other aggrieved employees

12 Plaintiffs,
13

14 v.

15 SK RESTAURANT CONCEPTS, LLC, a
California Limited Liability Company dba PINE
AND CRANE; and DOES 1 through 20,
16 inclusive,

17 Defendants
18

Case No. 22STCV37023

ASSIGNED FOR ALL PURPOSES TO:
HON. WENDY CHANG
DEPT. 36

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: November 23, 2022
Trial Date: Not Yet Scheduled

FILED

Superior Court of California
County of Los Angeles

03/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rodriguez Deputy

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 This matter came on for hearing on February 13, 2024 at 8:30 a.m. in Dept. 36 of the
3 above-captioned Court on Plaintiff Sonia Salvador's Unopposed Motion for Approval of the
4 PAGA Settlement pursuant to the Private Attorneys General Act, California Labor Code (Cal.
5 Lab. Code §§ 2698, *et seq.*) ("PAGA"). The Court, having fully reviewed the Private Attorneys
6 General Act Settlement Agreement ("Settlement Agreement") between Plaintiff Maria Contreras
7 ("Plaintiff") and Defendant SK Restaurant Concepts, LLC (d/b/a/ Pine and Crane) ("Defendant"),
8 the Declaration of Plaintiff Sonia Salvador; the Declaration of Christopher A. Adams and all
9 exhibits attached thereto; any arguments received by the Court; and in recognition of the Court's
10 duty to make a determination as to the reasonableness of any PAGA settlement, **HEREBY**
11 **MAKES THE FOLLOWING ORDERS AND DETERMINATIONS:**

12 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
13 terms have the same meaning as defined in the Settlement Agreement provided as Exhibit A to
14 Plaintiff's Counsel's Declaration in support of the Motion for Approval of PAGA Settlement.

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code
17 § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed her motion seeking approval of the
18 Settlement with the Court, she submitted to the LWDA a notice of the Settlement enclosing a copy
19 of the Settlement Agreement.

20 3. The Court has jurisdiction over the subject matter of this litigation, over all
21 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
22 Settlement.

23 4. The Settlement is approved under Labor Code § 2699(1)(2).

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

26 6. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
27 to calculate the LWDA PAGA Payment and the Individual PAGA Payments in accordance with
28

1 the Settlement is approved.

2 7. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
3 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
4 with the terms of the Settlement Agreement, not to exceed \$3,995.

5 8. The Court approves KJT Law Group, LLP as PAGA Counsel.

6 9. The Court awards PAGA Counsel attorneys' fees in the amount of \$24,997.50 and
7 attorneys' cost of \$9,100.88, which the Court finds to be fair and reasonable. The Court
8 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
9 the Settlement Agreement.

10 10. The Court authorizes the Settlement Administrator to calculate the Net Settlement
11 Amount, inclusive of the LWDA Payment and Individual PAGA Payments in accordance with the
12 terms of the Settlement Agreement.

13 11. The Court finds that the LWDA Payment of \$26,906.62 as its share of the
14 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
15 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
16 Agreement.

17 12. The Court finds that the total amount of Individual PAGA Payments of \$6,726.66
18 as the Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The
19 Court authorizes the Settlement Administrator to pay the Individual PAGA Payments, in
20 accordance with the terms of the Settlement Agreement.

21 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
22 for 180 days after issuance. Funds remaining from any checks for Employee Payments uncashed
23 after 180 days will be dispersed to the State Controller's Unclaimed Property fund in the name(s)
24 of the employee(s) who did not cash their checks, in accordance with the terms of the Settlement
25 Agreement.

26 14. Upon completion of the Settlement, the Settlement Administrator will provide
27 written certification of the completion to the Court and counsel for the Parties, which shall be filed
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1 with the Court no later than 240 days after entry of this Order.

2 15. Without affecting the finality of this order and entry of judgment, the Court retains
3 exclusive and continuing jurisdiction over the Action for purposes of supervising, administering,
4 implementing, and enforcing this Order and the Settlement.

5 16. Nothing in this Order or the Settlement shall be construed as an admission or
6 concession by any party. The Settlement and this resulting Order and entry of judgment simply
7 represent a compromise of disputed allegations.

8 17. The Court enters final judgment in accordance with the terms of the Settlement
9 Agreement and this Order.

10 18. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
11 LWDA within 10 days of the date of this Order and entry of judgment.

12 **IT IS SO ORDERED:**

13
14 DATED: 03/14/2024, 2023



A handwritten signature in black ink, appearing to read "Wendy Chang", is written over a horizontal line.

Honorable Wendy Chang
Judge of the Superior Court
Wendy Chang / Judge