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FILED
Superior Court of California
County of Los Angeles

05/19/2025

David W. Stryker, Executive Officer / Clerk of Court

By: A. He Deputy

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

ROBERTO ESCOBEDO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

SUNRISE FOOD SERVICE, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 23STCV02600

Assigned for All Purposes to:
Honorable Stuart M. Rice
Department 1

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: May 19, 2025
Hearing Time: 10:30 a.m.
Hearing Place: Department 1

Complaint Filed: February 6, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Roberto Escobedo's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On August 30, 2024, Plaintiff and Defendant Sunrise Food Service, Inc. ("Defendant")
6 entered the Settlement Agreement.

7 On January 28, 2025, the Court entered an order preliminarily approving the settlement
8 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On May 19, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Amended Order of Final
14 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
15 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
4 paid, non-exempt employees of Defendant within the State of California at any time during
5 period from February 6, 2019, through September 30, 2024 (“Class,” “Class Members,” and
6 “Class Period”). There are one hundred ninety-eight (198) Class Members who did not submit
7 valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).¹

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class in entering and implementing the Settlement and satisfied the requirements
10 of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
13 distribution to Class Members have been implemented pursuant to the Agreement and
14 Preliminary Approval Order. The Court finds that the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement and their rights; (iii) their right to object to any aspect of the
18 Agreement; (iv) their right to exclude themselves from the Settlement;
19 (v) their right to receive settlement payments; (vi) their right to appear at
20 the Final Approval Hearing; and (vii) the binding effect of the orders and
21 judgment in this lawsuit on all Participating Class Members;
22 b. Constitutes notice that fully satisfied the requirements of Code of Civil
23 Procedure section 382, Rule of Court 3.769, and due process;
24 c. Constitutes the best practicable notice to Class Members under the
25 circumstances of this lawsuit; and

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27 ¹ The Administrator mailed Class Notices to one hundred ninety-nine (199) Class
28 Members and received one (1) request for exclusion. As a result, there are one hundred
 ninety-eight (198) Participating Class Members.

d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm's-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. Those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments or the Effective Date, whichever is later, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period. Except as set forth in Section E.3. of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1 a. Release by Aggrieved Employee. Effective on the date when Defendant
2 fully funds the Gross Settlement Amount and funds all employer payroll
3 taxes owed on the Wage Portion of the Individual Class Payments or the
4 Effective Date, whichever is later, all Participating and Non-Participating
5 Class Members, who are Aggrieved Employees, are deemed to release, on
6 behalf of themselves and their former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or could
9 have been alleged, based on the facts stated in the Operative Complaint
10 and PAGA Notice that occurred during the PAGA Period.
- 11 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
12 Gross Settlement Amount and funds all employer payroll taxes owed on
13 the Wage Portion of the Individual Class Payments or the Effective Date,
14 whichever is later, Plaintiff and his former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and
16 assigns generally release and discharge the Released Parties from all
17 claims, transactions, or occurrences that occurred during the Class Period,
18 including, but not limited to: (i) all claims that were, or could have been,
19 alleged based on the facts contained in the Operative Complaint; and (ii)
20 all PAGA claims that were, or could have been, alleged based on facts
21 contained in the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release
22 does not extend to any claims or actions to enforce this Agreement, or to
23 any claims for vested benefits, unemployment benefits, disability benefits,
24 social security benefits, workers’ compensation benefits that arose at any
25 time, or based on occurrences outside the Class Period. Plaintiff
26 acknowledges that he may discover facts or law different from, or in
27 addition to, the facts or law Plaintiff now knows or believes to be true but
28 agrees that Plaintiff’s Release shall be and remain effective in all respects,

1 notwithstanding such different or additional facts or the discovery of them.
2 Plaintiff expressly waives and relinquishes the provisions, rights, and
3 benefits, if any, of section 1542 of the Civil Code.

4 c. Released Parties. The Released Parties include Defendant and its past and
5 present parents, subsidiaries, affiliates, predecessors, successors, and
6 assigns, and all their past and present stockholders, owners, members,
7 officers, directors, managers, employees, attorneys, insurers, agents,
8 representatives, and any and all other persons, firms, companies,
9 corporations, and partnerships which may have an interest in Defendant.

10 10. Gross Settlement Amount. Defendant has agreed to pay a Gross
11 Settlement Amount of \$200,000. After the deduction of the Court-approved payments set forth
12 below, the Net Settlement Amount will be \$84,183.33.

13 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
14 Payment. The Court finds the Class Counsel Fees Payment of \$66,666.67, to be reasonable and
15 appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement
16 of actual litigation costs of \$25,000, to be reasonable and appropriate. Such fees and costs are to
17 be paid pursuant to the Settlement terms and provisions. Defendant shall not be required to pay
18 for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or
19 any other counsel representing Plaintiff or Class Members. Defendant shall also not be required
20 to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiff or
21 Class Members in connection with or related to this lawsuit, Settlement, settlement
22 administration, and/or Released Class Claims and Released PAGA Claims.

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- 1 a. Courts have an independent right and responsibility to review Class
2 Counsel Fees Payments and only award so much as determined
3 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
5 \$66,666.67 (1/3 of the Gross Settlement Amount) are supported by the
6 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
7 Cal.5th 480, 504.) Considering the results achieved, financial risk
8 undertaken, difficulty of this litigation, skills required, percentage fees
9 awarded in other cases, and contingent fees charged in the private
10 marketplace, the Court finds that the Class Counsel Fees Payment is
11 reasonable and is approved.
- 12 b. The Court reviewed the Declaration of Douglas Han regarding costs
13 expended in prosecuting this case. Pursuant to the Settlement Agreement,
14 Class Counsel may seek reimbursement of up to \$25,000 in litigation
15 costs. The Court finds that Class Counsel expended \$25,737.01 in
16 litigation costs, which slightly exceeds the maximum amount. Thus, the
17 Court approves the Class Counsel Litigation Expenses Payment of
18 \$25,000 as reimbursement of Class Counsel's litigation costs.

19 12. Class Representative Service Payment. The Court finds the Class
20 Representative Service Payment of \$7,500, to be paid to Plaintiff out of the Gross Settlement
21 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
22 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 a. The rationale for making enhancement payments is that class
2 representatives should be compensated for the expense and risk incurred in
3 conferring a benefit on the Class. Criteria courts consider include: (i) class
4 representative risk in commencing suit; (ii) notoriety and personal
5 difficulties encountered; (iii) amount of time and effort spent by class
6 representatives; (iv) litigation duration; and (v) personal benefit (or lack
7 thereof) enjoyed by class representatives.

8 b. The Court reviewed Plaintiff's declaration outlining his involvement in
9 this case. Given the risks inherent in serving as class representative,
10 duration of the case, time involved, and benefits created for the Class, the
11 Court approves the Class Representative Service Payment of \$7,500 to be
12 paid to Plaintiff.

13 13. Administration Expenses Payment. The Court finds the Administration
14 Expenses Payment of \$6,650, to be paid to the Administrator from the Gross Settlement Amount,
15 to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to
16 the terms and provisions set forth in the Settlement Agreement.

17 a. The Court reviewed the Declaration of Cassandra Polites from ILYM
18 Group, Inc., the Court-approved Administrator. The Court finds that
19 notice provided to the Class pursuant to the Preliminary Approval Order
20 constitutes the best practicable notice to the Class and satisfied due
21 process. The Court approves the Administration Expenses Payment of
22 \$6,650 for the Administrator's services in administering the Settlement.

23 14. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000,
24 seventy-five percent (75%) of which (\$7,500) will be paid to the California Labor and
25 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
26 (25%) of which (\$2,500) will be distributed to the Aggrieved Employees, on a pro rata basis, to
27 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
28 provisions set forth in the Settlement Agreement.

1 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
2 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends the
3 Settlement was the product of arm's-length negotiations following litigation, discovery, and
4 exchange of documentation. The negotiations were facilitated with the aid of Lisa Klerman, an
5 experienced, well-respected mediator.

6 a. There were no objections to and only one (1) request for exclusion from
7 the Settlement, displaying the fairness of the Settlement. The Class
8 Member who requested exclusion is Luis Lorenzo Rodrigo.

9 b. The fairness of the Settlement is further shown by the gross *average*
10 Individual Class Payment being approximately \$425.17, and the gross
11 *highest* Individual Class Payment being about \$2,060.48.

12 16. Funding the Gross Settlement Amount. Defendant shall fund the Gross
13 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
14 Individual Class Payments by transmitting the funds to the Administrator no later than the
15 Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross
16 Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

17 17. Uncashed Checks. The Class Members must cash or deposit their
18 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
19 Uncashed settlement checks will be canceled and transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member.

21 18. Modification of the Settlement Agreement. The Settlement Agreement
22 may be amended or modified only by a written instrument signed by all Parties and their counsel
23 or their representatives/successors-in-interest. Such amendments or modifications shall be
24 consistent with this Order and Judgment and cannot limit the rights of Participating Class
25 Members under the Settlement Agreement.

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1 19. Non-Appearence Case Review. The Court sets a non-appearance case
2 review on May 19, 2026 in Department 1. A compliance status report shall be filed within five
3 (5) court days before this hearing. Pursuant to Code of Civil Procedure section 384, the
4 compliance status report shall specify the total amount paid to Class Members and the residual of
5 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
6 in the Settlement Agreement.

7 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
8 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
9 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
10 and for any other necessary purpose, including, without limitation:

- 11 a. Enforcing the terms and provisions of the Settlement Agreement and
12 resolving any disputes, claims, or causes of action in this lawsuit that, in
13 whole or in part, are related to or arise out of the Settlement Agreement or
14 this Order and Judgment;
- 15 b. Entering such additional orders as may be necessary or appropriate to
16 protect or effectuate this Order and Judgment approving the Settlement
17 Agreement, and permanently enjoining Plaintiff from initiating or
18 pursuing related proceedings, or to ensure the fair and orderly
19 administration of the Settlement Agreement; and
- 20 c. Entering any other necessary or appropriate orders to protect and
21 effectuate this Court's retention of continuing jurisdiction.

22 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
23 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
24 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.



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DATED: 05/19/2025

Stuart M. Rice / Judge

HONORABLE STUART M. RICE
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is bitty@justicelawcorp.com.

On May 19, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Escobedo v. Sunrise Food Service, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-918944-22**
Court Case No.: 23STCV02600
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

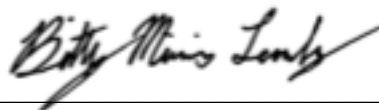
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 19, 2025, at Pasadena, California.



Bitty Minnis-Lemley