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Attorneys for Plaintiff CRISTIAN MONTOYA

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

13 CRISTIAN MONTOYA, on behalf of the
14 State of California, the Labor & Workforce
15 Development Agency, as a private attorney
16 general, and on behalf of all aggrieved
17 employees,

Plaintiff,
v.

18 GRECO ENTERTAINMENT GROUP,
19 INC., a California corporation; 2454
20 WILSHIRE RESTAURANT, LLC, a
21 California limited liability company; 2460
22 WILSHIRE RESTAURANT LLC, a
23 California limited liability company; and
24 DOES 1-100, inclusive

Defendants

Case No.: 23STCV00656

Assigned for All Purposes to:
Hon. Mel Red Recana
Dept. 45

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

Date: July 17, 2024
Time: 8:30 a.m.
Dept. 45

Reservation ID: 683678529442

FILED
Superior Court of California
County of Los Angeles

09/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Marquez Deputy

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Cristian Montoya’s Motion for Approval of Settlement under PAGA came
3 before the Court on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”)
8 dated November 4, 2022 (the “LWDA Notice”), on behalf of all all current and former persons
9 employed by Defendant 2454 Wilshire Restaurant LLC as non-exempt employees in California
10 during the PAGA Period of November 4, 2022 to March 25, 2024.

11 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
12 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
13 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
14 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
15 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
16 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
22 California, and the Aggrieved Employees, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors and assigns, by
24 operation of this Order and Judgment hereby releases and forever discharges the Released Parties (as
25 defined in the Settlement Agreement) from all claims for PAGA penalties that were alleged, or
26 reasonably could have been alleged based on the PAGA Period facts stated in the Operative
27 Complaint the PAGA Notice including PAGA claims predicated on alleged violations of the

1 California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.7, 245-248.5, 351-353,
2 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199,
3 2802, 2810.5, and the applicable California Industrial Welfare Commission Wage Orders.

4 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State
5 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
6 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA
7 Claims and Released Parties.

8 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
9 Defendant is directed to make all payments required by the Settlement Agreement;

10 6. Under the Settlement Agreement, Defendants agree to pay One Hundred Seventy Five
11 Thousand and No Cents (\$175,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is
12 inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff’s PAGA Representative
13 Payment, Attorney’s Fees and Costs, and Administration costs. No portion of the Gross Settlement
14 Amount will revert to any Defendant. Plaintiff’s Counsel requests an award of attorney’s fees of
15 \$58,333.33 and reimbursement of actual litigation expenses of \$20,000, and Plaintiff requests a PAGA
16 Representative Award of \$10,000.00. Defendants do not oppose these requests. The Court finds the Gross
17 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
18 Settlement Administrator to make the following payments from the Gross Settlement Amount:

- 19 a. \$58,333.33 in attorney’s fees to Crosner Legal, PC;
- 20 b. \$20,000.00 in litigation costs to Crosner Legal, PC;
- 21 c. \$10,000.00 as a PAGA Representative Award to Plaintiff Cristian Montoya, and
- 22 d. \$4,500.00 in administration costs to Phoenix Settlement Administrators.

23 8. After deducting the foregoing payments, the estimated remainder of approximately
24 \$82,166.67 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i), the
25 NSA will then be distributed 75 percent (approximately \$61,625.00) to the LWDA, and the remaining 25
26 percent (approximately \$20,541.67) to the Aggrieved Employees on a pro rata basis, as set forth in the
27 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to

1 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
2 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
3 Agreement; and

4 9. This document shall constitute a Judgment for purposes of California Rule of Court
5 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
6 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
7 Settlement Agreement and this Judgment.

8 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Mel Red Recana".

11 Dated: 09/09/2024

Mel Red Recana / Judge

Judge of the Superior Court