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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 CLAIRE M. KRUPSAW, individually and as
11 representative of the State of California on behalf
12 of herself and all aggrieved employees,

13 Plaintiff,

14 v.

15 GRANDPA ALLEN'S FAMILY
16 RESTAURANT, INC. d/b/a Mama Kat's
17 Restaurant, a California corporation, and DOES
18 1 - 20, inclusive,

19 Defendants.

Case No. 25CU038615C

**[PROPOSED] ORDER GRANTING
JOINT MOTION FOR AN ORDER
APPROVING THE SETTLEMENT OF
PLAINTIFF'S INDIVIDUAL PAGA
CLAIMS, DISMISSING PLAINTIFF'S
INDIVIDUAL PAGA CLAIMS WITH
PREJUDICE, AND DISMISSING
PLAINTIFF'S NON-INDIVIDUAL PAGA
CLAIMS WITHOUT PREJUDICE**

Reservation Number: 100410

Hearing Date: May 22, 2026

Hearing Time: 8:30 a.m.

Hearing Location: Department C-74

Complaint Filed: July 22, 2025

20 **[Filed Concurrently With: (a) Notice of Joint Motion and Joint Motion For an Order**
21 **Approving the Settlement of Plaintiff's Individual PAGA Claims, Dismissing Plaintiff's**
22 **Individual PAGA Claims With Prejudice, and Dismissing Plaintiff's Non-Individual PAGA**
23 **Claims Without Prejudice; (b) Memorandum of Points and Authorities in support thereof; (c)**
24 **Declaration of Daniel V. Santiago, Esq., in support thereof; and (d) Declaration of Gary M.**
25 **Gitlin, Esq., in support thereof]**

26 On July 22, 2025, the Plaintiff, Claire M. Krupsaw, filed her Complaint ("Complaint") against
27 the Defendant, Grandpa Allen's Family Restaurant, Inc. d/b/a Mama Kat's Restaurant, which contains
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1 the following causes of action arising from Defendant’s alleged violations of the California Labor
2 Code (“Labor Code”) and Industrial Welfare Commission (“IWC”) Wage Order No. 5-2001: (1)
3 failures to authorize and permit rest periods under IWC Wage Order No. 5-2001, § 12(A) and to pay
4 rest period premiums in violation of Labor Code § 226.7(c) and IWC Wage Order No. 5-2001, §
5 12(B) (First Cause of Action); (2) failures to provide meal periods under Labor Code § 512(a) and
6 IWC Wage Order No. 5-2001, § 11(A) and to pay meal period premiums in violation of Labor Code
7 § 226.7(c) and IWC Wage Order No. 5-2001, § 11(B) (Second Cause of Action); (3) failures to pay
8 wages due and owing in violation of Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and
9 IWC Wage Order No. 5-2001, §§ 3(A) and 4(B) (Third Cause of Action); (4) failures to furnish
10 accurate itemized wage statements in violation of Labor Code § 226(a) (Fourth Cause of Action); (5)
11 failures to timely pay all wages due upon termination of employment in violation of Labor Code §§
12 201-203 (Fifth Cause of Action); and (6) Private Attorneys’ General Act of 2004 (“PAGA”) penalties
13 under Labor Code § 2698 et seq. arising from Defendant’s alleged violations of the foregoing
14 provisions of the Labor Code and IWC Wage Order No. 5-2001 (Sixth Cause of Action).

15 On September 29, 2025, the Defendant filed an Answer denying the material allegations in
16 Plaintiff’s Complaint and asserting various Affirmative Defenses.

17 The Parties have filed a Joint Motion for an Order approving the settlement of Plaintiff’s
18 individual PAGA claims, dismissing Plaintiff’s individual PAGA claims with prejudice, and
19 dismissing Plaintiff’s non-individual PAGA claims without prejudice (“the parties’ Joint Motion”).

20 **ORDER**

21 Having considered the parties’ Joint Motion and supporting papers filed by Plaintiff’s counsel
22 (Notice of the Parties’ Joint Motion, Memorandum of Points and Authorities in support of the parties’
23 Joint Motion, Declaration of Daniel V. Santiago, Esq., in support of the parties’ Joint Motion, and
24 Declaration of Gary M. Gitlin, Esq., in support of the parties’ Joint Motion), and good cause appearing
25 for the relief requested therein,

26 **IT IS HEREBY ORDERED THAT:**

- 27 1. The Court hereby grants the parties’ Joint Motion in its entirety.
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1 2. The Court hereby approves of the settlement of the Plaintiff's individual PAGA claims
2 against the Defendant for \$2,000 (65% of which or \$1,300.00 is to be paid to the "Labor and
3 Workforce Development Agency" ["LWDA"] and 35% of which or \$700.00 is to be paid to the
4 Plaintiff). Upon receipt of the corresponding \$2,000 settlement payment in accordance with the terms
5 and conditions of the parties' Confidential Settlement Agreement and Mutual Release of All Claims,
6 Plaintiff's counsel shall promptly transfer to the LWDA and Plaintiff their respective shares of the
7 settlement of Plaintiff's individual PAGA claims.
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9 3. The Court hereby dismisses Plaintiff's individual PAGA claims against the Defendant
10 with prejudice.

11 4. The Court hereby dismisses Plaintiff's non-individual PAGA claims against the
12 Defendant without prejudice.
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14 **IT IS SO ORDERED.**

15 Dated: _____

Judge of the Superior Court of California,
County of San Diego