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Attorneys for Plaintiff OLGA LYDIA L. RODRIGUEZ,
on behalf of herself and all others similarly situated

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

OLGA L. LYDIA RODRIGUEZ, individually
and on behalf of herself and all others similarly
situated,

Plaintiff,

v.

C FOOD CONCEPTS, INC., a California
Corporation, doing business as SIZZLER; and
DOES 1-50, inclusive,

Defendants.

Case No. 23STCV01589

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Court in the above-entitled action located at 312 N. Spring Street, Los Angeles, CA 90012, entered a Judgment and Order Granting Preliminary Approval of Class Action and PAGA Settlement Agreement. The Court sets a Final Approval Hearing for May 8, 2025 at 9:00a.m. in Department 6. A true and correct copy of the, January 06, 2025 Order Granting Preliminary Approval of Class Action and PAGA Settlement Agreement, is attached hereto as **Exhibit A**.

Dated: January 08, 2025

Respectfully Submitted
JAMES HAWKINS APLC


JAMES R. HAWKINS, ESQ.
CHRISTINA M. LUCIO, ESQ.

Attorneys for Plaintiff

EXHIBIT A

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10 Attorneys for Plaintiff Olga Lydia L. Rodriguez,
11 on behalf of herself and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 **OLGA L. LYDIA RODRIGUEZ,**
15 individually and on behalf of herself and all
16 others similarly situated,

17 Plaintiff,

18 v.

19 **C FOOD CONCEPTS, INC.,** a California
20 Corporation, doing business as SIZZLER;
21 and DOES 1-50, inclusive,

22 Defendants.

FILED

Superior Court of California
County of Los Angeles

01/06/2025

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case No. 23STCV01589

Assigned for All Purposes to:
Hon. Elihu M. Berle

Dept. 6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: January 25, 2023
FAC Filed: March 31, 2023
Trial Date: None Set

1 This matter came before the Court on the application of Plaintiff Olga Rodriguez
2 (“Plaintiff”) for Preliminary Approval of a Class Action and PAGA Settlement (the “Preliminary
3 Approval Motion”). The Court considered the proposed Class Action and PAGA Settlement and
4 Class Notice (“Settlement”) attached hereto as **Exhibit 1**, the submissions of counsel, and all
5 other papers filed in this action. This Order incorporates, by reference, the definitions in the
6 Settlement. The matter having been submitted, and good cause appearing therefore, this Court
7 **HEREBY ORDERS THE FOLLOWING:**

8 1. The provisions of the Settlement are hereby preliminarily approved. The Court
9 finds that the Settlement appears to be fair, adequate, and reasonable to Plaintiff and the
10 Settlement Class, free of collusion and indicia of unfairness, and within the range of possible
11 judicial approval. The Court also finds that the Settlement resulted from arm’s length
12 negotiations and is sufficient to warrant the dissemination of Class Notice to Class Members.

13 2. Pursuant to California Code of Civil Procedure section 382 and California Rule of
14 Court 3.769, and for purposes of, and solely in connection with the Settlement, the Court finds
15 that each of the requirements for certification of the class set forth in Plaintiff’s Preliminary
16 Approval Motion are met and hereby conditionally certifies the following Class:

17 **[A]ll persons employed by Defendant in California and classified as non-**
18 **exempt employees who worked for Defendant from January 25, 2019**
19 **through March 6, 2024.**

20 3. The Court has considered the Settlement and the papers in support of the Motion
21 for Preliminary Approval and finds that under the circumstances the proposed Class is proper and
22 should be certified, for settlement purposes only, under California Code of Civil Procedure
23 section 382 and California Rule of Court 3.769. Specifically, the Court finds (a) that the Class is
24 ascertainable; (b) the Class is sufficiently numerous such that joinder of all members is
25 impracticable; (c) there are questions of law and fact common to the Class; (d) the named
26 Plaintiff’s claims are typical of the claims of the Class; (e) the named Plaintiff and Plaintiff’s
27 Counsels have and are able to adequately represent the Class; and (f) class-wide treatment of this
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1 dispute is superior to other available methods for adjudicating the controversy. It is therefore
2 ordered that the Class is certified for settlement purposes only.

3 4. If the Settlement is terminated or not consummated, the certification shall be void.
4 In such case, Plaintiff, the Class Members, and Defendant C Food Concepts, Inc. dba Sizzler
5 (“Defendant”) shall be returned to their respective statuses as of the date immediately prior to the
6 execution of the Settlement and neither the Settlement nor this Preliminary Approval Order shall
7 have any bearing on, and neither shall be admissible in connection with (a) any issue in this action
8 or any claim raised under any other federal, state, or local law that was intended to be encompassed
9 within Plaintiff’s Complaints; (b) whether certification would be appropriate in a non-settlement
10 context; (c) Defendant’s liability for any final judgment or to any Class Member; and (d) any
11 judgment ultimately sought to be entered against Defendant or otherwise. If the Settlement is
12 terminated or not consummated, Defendant shall have reserved its rights to oppose any and all
13 class certification motions and to oppose the adequacy of the named Plaintiff as the representative
14 of any putative class or Plaintiff’s Counsel as Class Counsel.

15 5. The Court appoints and designates the named Plaintiff Olga Rodriguez as the Class
16 Representative.

17 6. The Court appoints and designates James R. Hawkins and Christina M. Lucio of
18 James Hawkins, APLC as Class Counsel. Class Counsel is authorized to act on behalf of the Class
19 with respect to all acts or consents required by, or which may be given, pursuant to the Settlement,
20 and such other acts necessary to finalize the Settlement and its terms. Any Class Member may
21 enter an appearance through his or her own counsel at such Class Member’s own expense. Any
22 Class Members who do not enter an appearance or appear on his or her own behalf will be
23 represented by Class Counsel. Class Counsel is located at the following address:

24 James R. Hawkins, Esq.
25 Christina M. Lucio, Esq.
26 **JAMES HAWKINS APLC**
27 9880 Research Drive, Suite 200
28 Irvine, CA 92618
Telephone: (949) 387-7200
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christina@jameshawkinsaplc.com

preliminarily
7. The Court hereby approves the terms provided for in the Settlement, finding them to be fair and reasonable and in the best interests of the parties.

8. The Court hereby preliminarily approves the Settlement and the Gross Settlement Amount of Six Hundred Thousand Dollars (\$600,000), with the Net Settlement Amount to be paid to Class Members who do not opt out or exclude themselves from the class being calculated by subtracting the following from the Settlement Fund: (1) Class Counsel Fees up to 35% of the Gross Settlement amount, or Two Hundred Ten Thousand Dollars (\$210,000), (2) Class Counsel's reasonable costs not to exceed Fifteen Thousand Dollars (\$15,000), (3) a Class Representative Award of Ten Thousand Dollars (\$10,000.00) to Plaintiff Olga Rodriguez, (4) Settlement Administration Costs up to Eleven Thousand Five Hundred Dollars (\$11,500) to CPT Group, Inc.; and (5) the LWDA PAGA Payment in the amount of \$37,500. The Net Settlement Amount which will be paid as Individual Settlement Shares to Class Members who do not opt out or exclude themselves and to Aggrieved Employees, is anticipated to be approximately Three Hundred Fifty-Three Thousand Five Hundred Dollars (\$353,500). There is no reversion to Defendant.

9. The Court further preliminarily approves the formulas provided in the Settlement for calculating Individual Settlement Payments. Each of the Participating Manager Class Members will receive a share of the Net Settlement Amount based on the number of Workweeks the Class Member worked during the Class Period as their Individual Class Settlement. Each Aggrieved Employee will receive an Individual PAGA Payment from the Net Settlement Amount based on the number of PAGA Period Pay Periods worked by the Aggrieved Employee during the PAGA Period as their Individual PAGA Payment. For purposes of this Settlement, the "PAGA Period" is the period from January 24, 2022 through March 6, 2024.

10. The Court finds on a preliminary basis that the Settlement, including the Class Representative Award, Class Counsel Fees Payment, Class Counsel Costs, the settlement administration fees, the allocation of payments to Class Members, the LWDA PAGA Payment, and allocation of payments to Aggrieved Employees, appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. It

1 appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable as
2 to all potential Class Members when balanced against the probable outcome of further litigation
3 relating to liability and damages issues. It also appears that extensive and costly investigation,
4 research and court proceedings have been conducted so that counsels for the parties are able to
5 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
6 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that
7 would be presented by the further prosecution of this class action. It also appears that Settlement
8 has been reached as result of intensive, serious and non-collusive, arms-length negotiations.

9 11. The Court hereby approves, as to form and content, the Notice of Class Action
10 Settlement (“Class Notice”) to be sent to Class Members, which is attached along with the Class
11 Action and PAGA Settlement Agreement as **Exhibit 1** to the Supplemental Declaration of James
12 Hawkins. The Court finds that distribution of these documents to the Class Members substantially
13 in the manner and form set forth in the Settlement and this Order meets the requirements of due
14 process and shall constitute due and sufficient notice to all parties entitled thereto.

15 12. The Court further finds the proposed Class Notice and method of distribution to
16 the Class to be the best means practicable of providing notice under the circumstances and when
17 completed shall constitute due and sufficient notice of the Action, proposed Settlement, and Final
18 Approval hearing to all persons affected by and/or authorized to participate in the Settlement, in
19 full compliance with due process and the requirements of the California Rules of Court and
20 California Code of Civil Procedure.

21 13. The provisions of the Settlement relating to Class Notice, exclusion from the
22 Settlement, objection to the Settlement, payment of Individual Settlement Shares in connection
23 with the Settlement, and the Final Approval Hearing are deemed incorporated as if expressly set
24 forth in this Preliminary Approval Order and have the full force and effect of an Order of this
25 Court. Class Members shall have 60 calendar days from the date of mailing to object to the
26 Settlement, request exclusion from the Settlement, or dispute the workweeks allocated and
27 identified in the Class Member’s Notice, unless the Class Members’ notice was remailed, in
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1 which case the Class Member shall have an additional 14 calendar days from the date of
2 remailing to object, request exclusion, or dispute their number of workweeks.

3 14. The Court appoints and designates CPT Group, Inc. as the Settlement
4 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
5 Class Notice, including the Request for Exclusion Form and the Objection Form, to Class
6 Members and administer the Settlement in accordance with the procedures set forth in the
7 Settlement.

8 15. Any Class Member wishing to opt-out from the Settlement must postmark a
9 written Request for Exclusion to the Settlement Administrator containing all the required
10 information before the Response Deadline. The date of the postmark on the return mailing
11 envelope will be the exclusive means to determine whether a Request for Exclusion has been
12 timely submitted. Requests for Exclusion must be made individually and cannot be made on
13 behalf of a group or other Class Members. Any Class Member who does not affirmatively opt-out
14 of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of
15 its terms. The Settlement Administrator shall file a declaration concurrently with the filing of any
16 motion for final approval, authenticating a copy of every exclusion form received by the
17 Settlement Administrator.

18 16. To object to the Settlement, a Class Member must not submit a Request for
19 Exclusion and must submit a valid Objection before the Response Deadline. This deadline
20 applies notwithstanding any argument regarding alleged late receipt or non-receipt of the Notice
21 Packet. The Objection Form must be signed by the Class Member and contain all information
22 required by the Settlement including (1) the Objector's full name; (2) the Objector's address; (3)
23 the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a
24 statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the
25 reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in
26 support of the Objection. The postmark date of the filing and service will be deemed the exclusive
27 means for determining that the Objection Form is timely. All written objections, supporting
28 papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify

1 the case name and number *Olga Rodriguez v. C Food Concepts, Inc.*, Case No. 23STCV01589;
2 (b) be submitted to the Settlement Administrator by mailing the objection to GPT Group, Inc. on
3 or before the Response Deadline. Class Members who file and serve timely notices of objection
4 will have a right to appear at the Final Approval Hearing in order to have their objections heard
5 by the Court. If the Court rejects the Objection, the Class Member will receive an Individual
6 Settlement Payment and will be bound by the terms of the Settlement. ~~Class Members who fail to~~
7 ~~object in the manner specified above will be deemed to have waived all objections to the~~
8 ~~Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to~~
9 ~~the Settlement.~~ At no time will any of the Parties or their counsel seek to solicit or otherwise
10 encourage Class Members to submit written objections to the Settlement or appeal from the Final
11 Approval Order and Judgment. Class Counsel will not represent any Class Member with respect
12 to any such objections to this settlement.

13 17. Defendant must exercise any right to void the Settlement before the Final
14 Approval Hearing in accordance with the terms of the Settlement. Similarly, if Plaintiff wishes to
15 exercise any right to void the Settlement pursuant to the terms of the Settlement, she must
16 exercise any such right before the Final Approval Hearing.

17 18. Upon final approval and completion of administration, all Class Members who
18 have not submitted requests for exclusion and the Class Representative will be deemed to have
19 forever released and discharged the Released Claims applicable to them and waived their rights
20 for the applicable Released Claims, as set forth in the preliminarily approved Settlement.

21 19. The Court reserves the right to adjourn or continue the date of the Final Fairness
22 and Approval Hearing and all dates provided for in the Settlement without further notice to the
23 Class and retains jurisdiction to consider further applications concerning the Settlement.
24 However, Class Counsel will give notice to any objecting party of the continuance of any hearing
25 on the motion for Final Approval.

26 20. The Court order the following schedule for further proceedings:

27 a. No later than Jan 22, 2025, Defendant shall provide a list containing the (1) full
28 name; (2) last known address(es) currently in Defendant's possession, custody, or control; (3)

1 last known Social Security Number(s) in Defendant's possession, custody, or control; and
2 (4) the number of Class Period Workweeks and PAGA Pay Periods worked by each Class
3 Member during the Class Period and PAGA Period, respectively (the "Class List").

4 b. No later than February 5, 2025, the Settlement Administrator shall send the Notice
5 Packet via first-class mail to Class Members. No later than 3/4/25, Plaintiff to file motion for
6 final approval.

7 c. No later than April 4, 2025, Class Members may submit a request for exclusion
8 from the Settlement in accordance with the Settlement.

9 d. No later than April 4, 2025, Class Members may submit a dispute or challenge to
10 the information in the Notice in accordance with the Settlement.

11 e. No later than April 4, 2025, Class Members may submit objections in accordance
12 with the Settlement.

13 f. No later than April 18, 2025, the Settlement Administrator shall provide Class
14 Counsel and Defense Counsel a declaration including a summary of compliance with notice
15 procedures, including the number of attempts to obtain valid mailing addresses for and re-
16 sending of any returned Class Notices, a list of all Class Members who sent timely requests to
17 be excluded from the Action, and a list of all Class Members who objected to the settlement.
18 The declaration shall authenticate each request for exclusion and objection submitted.

19 g. A Final Approval Hearing shall be held before this Court on May 8, 2025 at 9:00
20 a.m. to determine all necessary matters concerning the Settlement, including, whether this
21 Court should grant final approval, whether there should be any Fee and Expense Award
22 and/or Class Representative Award, and the amounts of any such award.

23 21. Any objecting Class Member may appear, in person or by counsel, at the Final
24 Approval Hearing to show cause why the Settlement should not be approved as fair, adequate,
25 and reasonable, or to object to any request for a Fee and Expense Award and/or Individual
26 Plaintiff Settlement Payment and Service Award. An objecting Class Member is not required to
27 appear, in person or by counsel, at the Final Approval Hearing to have his or her objection
28 considered by the Court.

1 22. Nothing in this Preliminary Approval Order is, or may be construed as, an
2 admission or concession on any point of fact or law by or against the Plaintiff or Defendant.

3 23. Class Counsel, Defendant, and the Settlement Administrator are directed to carry
4 out their obligations under the Settlement.

5 **IT IS SO ORDERED.**



Elihu M. Berle

6 Dated: 01/06/2025

7 By: Elihu M. Berle / Judge
8 Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

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EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

OLGA LYDA L. RODRIGUEZ v. C FOOD CONCEPTS, INC.
Superior Court of the State of California, Los Angeles County Case No. 23STCV01589

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against C Food Concepts, Inc. DBA Sizzler (“C Food”) for alleged wage and hour violations. The Action was filed by a former C Food employee Olga Lydia L. Rodriguez (“Plaintiff”) and seeks payment of (1) back wages, (2) interest, and (3) other relief for a class of non-exempt hourly employees (“Class Members”) who worked for C Food during the Class Period (January 25, 2019 to March 6, 2024); and (4) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for C Food during the PAGA Period (January 24, 2022 to March 6, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring C Food to fund Individual Class Payments, and (2) a PAGA Settlement requiring C Food to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on C Food's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to C Food's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on C Food’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires C Food to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against C Food.

If you worked for C Food during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against C Food.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against C Food, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

C Food will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against C Food that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is April 4, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. C Food must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by April 4, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the May 8, 2025 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on May 8, 2025 at 9:00 a.m. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by April 4, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to C Food’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by April 4, 2025. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former C Food employee. The Action alleges C Food did not comply with California labor laws by (1) failing to pay minimum wages, (2) failing to pay overtime owed, (3) failing to provide lawful meal periods, (4) failing to authorize and permit rest periods, (5) failing to timely pay wages during employment, (6) failing to timely pay wages owed upon separation from employment, (7) failing to reimburse necessary expenses, (8) unlawful deductions, (9) failing to pay reporting time wages, (10) knowing and intentionally failing to comply with itemized wage statement provisions, and (11) violating the unfair competition law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff is represented by the law firm James Hawkins APLC (“Class Counsel.”)

C Food strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2.WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether C Food or Plaintiff is correct on the merits. In the meantime, Plaintiff and C Food hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and C Food have negotiated a proposed Settlement that is subject to the Court’s Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, C Food does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) C Food has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims, C Food's defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. C Food Will Pay \$600,000 as the Gross Settlement Amount (Gross Settlement). C Food has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, C Food will fund the Gross Settlement not more than 61 days after the Judgment entered by the Court becomes final. The Judgment will be final the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to 35% of the Gross Settlement (approximately \$210,000) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class, and in exchange for executing a separate general release. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$11,500.00 to the Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net

Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and C Food are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. C Food will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and C Food have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **April 4, 2025** Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against C Food.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against C Food based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and C Food have agreed that, in either case, the Settlement will be void: C Food will not pay any money and Class Members will not release any claims against C Food.

1 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
2 “Administrator”), to send this Notice, calculate and make payments, and process Class Members’
3 Requests for Exclusion. The Administrator will also decide Class Member Challenges over
4 Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary
5 to administer the Settlement. The Administrator’s contact information is contained in Section 9 of
6 this Notice.

7 9. Participating Class Members’ Release. After the Judgment is final and C Food has fully funded
8 the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members
9 will be legally barred from asserting any of the claims released under the Settlement. This means
10 that unless you opted out by validly excluding yourself from the Class Settlement, you cannot
11 sue, continue to sue, or be part of any other lawsuit against C Food or related entities for wages
12 based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in
13 the Action and resolved by this Settlement.

14 The Participating Class Members will be bound by the following release:

15 All Participating Class Members, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, release the Released Parties from all claims and causes
18 of action that were alleged, or reasonably could have been alleged, based on the
19 facts and Labor Code sections alleged in the Complaint, Operative Complaint
20 and PAGA Notice. The release extends for the Class Period. Participating Class
21 Members do not release any other claims, including claims for vested benefits,
22 wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers’ compensation, or
24 claims based on facts occurring outside the Class Period.

25 Participating Class Members who are also Aggrieved Employees are also
26 subject to the release set forth in Section 6.3.

27 10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and C Food has
28 paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved
Employees will be barred from asserting PAGA claims against C Food, whether or not they
exclude themselves from the Settlement. This means that all Aggrieved Employees, including
those who are Participating Class Members and those who opt-out of the Class Settlement, cannot
sue, continue to sue, or participate in any other PAGA claim against C Food or its related entities
based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their
respective former and present representatives, agents, attorneys, heirs, administrators,
successors, and assigns, the Released Parties from all claims for PAGA penalties that were
alleged, or reasonably could have been alleged, based on the facts and Labor Code

sections alleged in the Complaint, Operative Complaint, and/or the PAGA Notice. This release extends for the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in C Food's records, are stated in the first page of this Notice. You have until **April 4, 2025** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept C Food's calculation of Workweeks and/or Pay Periods based on C Food's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and C Food's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Rodriguez v. C Food Concepts, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by April 4, 2025 or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and C Food are asking the Court to approve. At least 16 court days before the May 8, 2025 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is April 4, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Rodriguez v. C Food Concepts, Inc.* and include your name, current address, telephone number, and approximate dates of employment for C Food and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **May 8, 2025 at 9:00 a.m.** in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the

Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LA Court Connect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything C Food and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV01589. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: James Hawkins, Christina Lucio, and Mitchell Murray

Email Address: james@jameshawkinsaplc.com; christina@jameshawkinsaplc.com; mitchell@jameshawkinsaplc.com

Name of Firm: James Hawkins APLC

Mailing Address: 9880 Research Drive, Suite 200 Irvine, California 92618

Telephone: (949) 387-7200

Settlement Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund, https://www.sco.ca.gov/search_upd.html, for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On January 2, 2025, I served on the interested parties in this action the following document(s) entitled:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

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Grace Mehta, Esq.
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tyeyni@lewitthackman.com

Attorneys for Defendant
C FOODS CONCEPTS, INC., dba SIZZLER

[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 January 2, 2025, at Irvine, California.


Irma Ceja

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On January 8, 2025, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Please See Attached Page

Executed on January 8, 2025, at Irvine, California


Irma Ceja

SERVICE LIST

Shane Singh, Esq.
Grace Mehta, Esq.
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Attorneys for Defendant

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>
(via website only)