

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

GOMEZ TRIAL ATTORNEYS, APLC

John Gomez (State Bar #1715850)

655 Broadway, 17th Floor

San Diego, CA 92101

Telephone (619)237-3490

Website: www.thegomezfirm.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MARIO WEBSTER, on behalf of the State
of California, as a private attorney general,

Plaintiff,

v.

CALIFORNIA SPAGHETTI
RESTAURANTS, INC., a California
Corporation; OSF INTERNATIONAL,
INC., a Corporation, and DOES 1 through
50, inclusive,

Defendants.

Case No.: **34-2023-00336879**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 17, 2026

Hearing Time: 8:30am

Judge: Hon. Jill H. Talley

Dept.: 23

Action Filed: March 24, 2023

Trial Date: Not Set

Reservation # A-336879-001

ORDER AND JUDGMENT

1. Plaintiff Mario Webster (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendants California Spaghetti Restaurants, Inc., and OSF International, Inc., (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The release intends to release all “Released Parties” of the “Released PAGA Claims” as set forth in the Agreement. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$400,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$10,395) for Apex Class Action, to administer the settlement, PAGA Counsel Fees Payment in the amount of \$133,333 (one-third of the Gross Settlement Amount), PAGA Counsel Litigation Expenses Payment in the amount of \$21,647.33 and a Service Award payment of \$15,000. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, is no less than \$206,272 and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$151,704) and 25% will be paid to the Aggrieved Employees (no less than \$51,568).

4. The Court, having reviewed the evidence and papers submitted and argument of

1 counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and
2 approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be
3 allocated and paid out as set forth in the Agreement.

4 5. The "Aggrieved Employees" are defined as all individuals who are or previously were
5 employed by Defendants in California and classified as a non-exempt employees who worked in the
6 capacity of servers, hostesses, bartenders, food runners, and bussers, at any time at any time during
7 the PAGA Period. The PAGA Period is the period from January 16, 2022 through April 16, 2025.

8 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
9 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
10 of the Released PAGA Claims. The "Released PAGA Claims" which means any and all claims for
11 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
12 the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred
13 during the PAGA Period while employed in a non-exempt and front of house position (collectively
14 the "Released PAGA Claims"). The "Released Parties" means Defendants and each of their former
15 and present officers, directors, members, partners, owners, shareholders, agents, servants, attorneys,
16 insurers, employees, managing agents, consultants, independent contractors, assigns, predecessors,
17 successors, investors, representatives, parent entities, subsidiary entities, and affiliated entities,
18 individually and in their business capacities, and all persons acting by, through, under and/or in concert
19 with any of them, and each of their respective heirs, successors, and assigns. The Released PAGA
20 Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers' compensation, California class claims, and PAGA claims outside of the PAGA
23 period. The Released PAGA Claims also expressly exclude Plaintiff's non-PAGA claims which are
24 subject to a separate release, which will be set forth in a separate individual settlement agreement.

25 7. This settlement (including this Order) cannot be used, directly or indirectly, to
26 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
27 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
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1 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
2 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
3 (including this Order) shall not be construed to be an admission by “Released Parties” of any liability
4 or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and “Released Parties”
5 specifically disclaims any such liability or wrongdoing.

6 8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order
7 and Judgment to the LWDA within 10 days after its entry.

8 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
9 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
10 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
11 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
12 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
13 of settlement benefits.

14 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
15 **ENTERED ACCORDINGLY.**

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17 DATED: _____

18 _____
19 THE HONRABLE JILL H. TALLEY
20 JUDGE OF THE SUPERIOR COURT
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