

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: jcampbell@aegislawfirm.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 16 2024

BY 
JESSICA MORALES, DEPUTY

Attorneys for Plaintiff Michelle Renee Silvestre,
individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

MICHELLE RENEE SILVESTRE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

RBD CALIFORNIA RESTAURANTS
LIMITED; and DOES 1 through 20,
inclusive

Defendants.

Case No. CIVSB2302695

Assigned for All Purposes to:

Hon. Tony Raphael

Department S36

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: December 16, 2024

Time: 8:30 a.m.

Dept.: S36

1 The Court has received and considered the joint stipulation of Plaintiff Michelle Renee
2 Silvestre, as an individual, and on behalf of the people of the State of California and as an
3 “aggrieved employee” acting as a private attorney general under the Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (“PAGA”) and Defendant RBD California
5 Restaurants Limited in the above-captioned action.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Judgment incorporates by reference the definitions in the PAGA Settlement
8 Agreement (the “Settlement”), a copy of which is attached as Exhibit 1 to the Declaration of
9 Jessica L. Campbell In Support of Motion for Approval of PAGA Settlement, and all terms
10 defined therein shall have the same meaning as set forth in the Settlement.

11 The Court hereby approves the Parties’ proposed Settlement and hereby enters FINAL
12 JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of Plaintiff and the
13 Aggrieved Employees in the amount of \$628,000.00. Of this, \$209,333.33 is awarded as attorney
14 fees paid to Plaintiff’s Counsel, \$16,488.34 is awarded as costs paid to Plaintiff’s Counsel, and
15 \$17,500 is awarded as administrative costs paid to the Settlement Administrator. Of the remaining
16 Net Settlement Amount, which is \$384,678.33, 75% (which is \$288,508.75) shall be paid to the
17 Labor and Workforce Development Agency and 25% (which is \$96,169.58) shall be paid to the
18 Aggrieved Employees as set forth in the Settlement Agreement.

19 The Court hereby approves, as to form and content, the notice to be distributed to the
20 PAAGA Employees, attached to the Settlement as Exhibit A. All Individual Settlement Checks
21 will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to the State
22 Controller’s Office Unclaimed Property Fund in the name of each Aggrieved Employee whose
23 check is voided.

24 A Final ~~Non~~-Appearance Hearing is set for **December 11, 2025 at 8:30 a.m.** before this
25 Court. The administrator is to file a declaration no later than 5 court days in advance to confirm
26 that the distribution of funds is complete, including any distribution to the State Controller per
27 the settlement agreement.

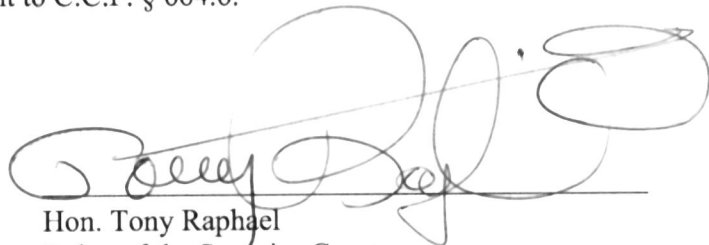
GR
12/16/2025

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

This Judgment is intended to be a final disposition in its entirety of the above captioned action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

IT IS SO ORDERED.

Dated: 12-16-2024



Hon. Tony Raphael
Judge of the Superior Court