SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JULIANNE CRUZ on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiffs, v. PMAB-8, LLC dba PAUL MARTIN'S AMERICAN GRILL; and DOES 1-100, Defendants.	Case No. 30-2023-01318976-CU-OE-CXC [*Assigned for All Purposes to the Honorable Melissa R. McCormick; Dept. CX104*] **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF JULIANNE CRUZ'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT** Date: November 19, 2026 Time: 2:30 p.m. Reservation No.: 74848238 Complaint Filed: April 13, 2023 FAC Filed: September 28, 2023 Trial Date: None Set

ORDER

WHEREAS, this action is pending before this Court as an alleged representative action under the Private Attorneys General Act of 2004 (the "Action"); and

WHEREAS, the Court has considered the motion by Plaintiff Julianne Cruz ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' Joint Stipulation and Settlement Agreement (the "Settlement Agreement") and Addendum to Joint Stipulation and Settlement Agreement (the "Addendum"). The Settlement Agreement is attached hereto as Exhibit 1 and the Addendum is attached hereto as Exhibit 2. The Court understands that the Settlement Agreement and Addendum set forth the terms and conditions for a proposed settlement. Based on a review of the submissions by the Parties, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All terms used in the Settlement Agreement and Addendum shall have the same meaning as defined therein.

2. The Court finds the Parties' settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

4. The Aggrieved Employees are defined as follows: All current and former non-exempt, hourly employees who worked for Defendant in California at any time from February 3, 2022, through March 2, 2026.

5. The Gross Settlement Amount is $700,000.

6. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel in the sum of $233,333, or one-third of the Gross Settlement Amount.

7. The Court hereby approves the payment of litigation costs to Plaintiff's Counsel in the amount of $13,164.35.

8. The Court hereby approves of the PAGA Representative Payment of $10,000 to

Plaintiff Julianne Cruz.

9. The Court hereby approves of the payment in the amount of $7,661 to Simpluris per the administrator's bid.

10. Taking the above distributions into account, from the Gross Settlement Amount of $435,841.65, $435,841.65 remains to be distributed as provided under PAGA. This amount shall be allocated 75% to the LWDA and 25% to the Aggrieved Employees.

11. The Court approves of the notice attached hereto as Exhibit 3. The Court orders that this notice be mailed out to Aggrieved Employees with their settlement checks. This notice shall be mailed in English and Spanish.

12. Upon entry of this Order, the LWDA and each and every Aggrieved Employee, including Plaintiff, shall be deemed and are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement.

13. The Court orders the Parties, their Counsel, and the Settlement Administrator to administer the settlement in accordance with the terms of the Settlement Agreement and Addendum.

14. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an admission of liability or any wrongdoing by the Releasees, nor is the Court's Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by the Releasees.

15. This Order is intended to be a final disposition of the lawsuit in its entirety and is intended to be immediately appealable.

16. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement.

17. A final accounting hearing will be set for August 19, 2027, at 9:00 a.m. Counsel shall submit a final report from the Settlement Administrator at least nine (9) court days before the hearing addressing the statue of the settlement administration, including actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including

any uncashed checks.

JUDGMENT

18. The Court hereby enters final judgment in this Action in accordance with terms of the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA Settlement ("Final Order"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

19. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff and all Aggrieved Employees, shall have by operation of the Final Order and this Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties from the Released Claims as those terms are respectively defined in the Settlement Agreement.

20. Without affecting the finality of the Final Order and/or this Judgment, pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the Plaintiff, Aggrieved Employees, and Defendant for the purposes of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

21. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order and Judgment on the settlement administrator's website for a period of at least one hundred and eighty (180) days.

Dated: _____

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Honorable Melissa R. McCormick