

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Marcus J. Bradley, Esq. FIRM NAME: Bradley/Grombacher LLP STREET ADDRESS: 31365 Oak Crest Drive Suite 240 CITY: Westlake Village TELEPHONE NO.: 805.270.7100 EMAIL ADDRESS: mbradley@bradleygrombacher.com ATTORNEY FOR (name): Plaintiff MONICA RIOS SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, California 92501 BRANCH NAME: Historic Riverside Courthouse		STATE BAR NUMBER: 174156 STATE: CA ZIP CODE: 91361 FAX NO.:	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: MONICA RIOS DEFENDANT/RESPONDENT: EL POLLO LOCO, INC.			
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)			CASE NUMBER: CVRI2301470

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): July 3, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 8, 2024

Marcus J. Bradley

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

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Attorneys for Plaintiff MONICA RIOS on behalf of
herself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

MONICA RIOS on behalf of herself and all
others similarly situated,

Plaintiff,

v.

EL POLLO LOCO, INC., a Delaware
corporation; and DOES 1 to 10, inclusive,

Defendant.

CASE NO. CVRI2301470

[Assigned to Hon. Harold Hopp, Dept. 1]

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT

DATE: JULY 1, 2024

TIME: 8:30 a.m.

DEPT.: 1

Complaint filed: March 21, 2023

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 03 2024

E. Escobedo

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1 Plaintiff's Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq.,
3 brought by Plaintiff Monica Rios ("Plaintiff") against Defendant El Pollo Loco, Inc. ("Defendant").
4 The Court, having considered the papers submitted in support of Plaintiff's unopposed motion and the
5 arguments of counsel, and having considered the Labor Code Private Attorneys General Act
6 Settlement Agreement and Release ("Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

7 1. The Court, for the purposes of this Order, refers to all defined terms (*i.e.*, terms with
8 initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court hereby grants approval of the settlement, based on the terms set forth in the
10 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
11 approval of a settlement under PAGA, including the notice of the settlement having been properly
12 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
13 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
14 Agreement. The Court has not received any other objection to the Settlement Agreement.

15 3. The Court approves the settlement in the amount of \$445,000.00.

16 4. The Aggrieved Employees are defined as means all individuals who worked for El
17 Pollo Loco, Inc. as non-exempt employees in California between February 14, 2022 and March 15,
18 2024.

19 5. Administration costs of \$25,000.00 are approved and shall be paid to the Settlement
20 Administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

21 6. Plaintiff's counsel shall be awarded \$148,333.33 as attorneys' fees according to the
22 terms of the Settlement Agreement.

23 7. Plaintiff's counsel shall be awarded litigation costs of \$1,861.90.00 according to the
24 terms of the Settlement Agreement.

25 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
26 Defendant or any related persons or entities.

27 9. Plaintiff shall be awarded a PAGA Representative Enhancement Payment in the
28 amount of \$5,000.00 according to the terms of the Settlement Agreement.

1 10. Pursuant to PAGA, 75% of the Net Settlement Amount will be distributed to the
2 LWDA and 25% will be distributed to Aggrieved Employees. (Lab. Code § 2699(i)).

3 11. According to the terms of the Settlement Agreement, as of the date the settlement
4 becomes Final, each Aggrieved Employee, in their capacity as private attorney general “aggrieved
5 employee” acting on behalf of himself and as a proxy or agent of the LWDA, shall fully release and
6 forever discharge the Released Parties¹ from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint, and the PAGA Notices.

9 12. The Court hereby issues a Final Order entering judgment in favor of Plaintiff, the State
10 of California, and the Aggrieved Employees in the amount of \$445,000.00 in accordance with the
11 terms of the Settlement Agreement.

12 13. Each Aggrieved Employee is prohibited from ever asserting a claim released under the
13 Settlement Agreement, and from commencing or joining a lawsuit or adversary proceeding against the
14 Released Parties for the claims released under the Settlement Agreement on their own behalf or as a
15 representative of others.

16 14. This document shall constitute the final judgment in this action and the Court shall
17 retain jurisdiction over the parties to enforce its terms.

18 15. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the Settlement, and the determination of all controversies relating
20 thereto, pursuant to California Code of Civil Procedure section 664.6.

21 16. According to the terms of the Settlement Agreement, neither the existence of the
22 settlement nor anything contained in the Settlement Agreement shall be construed or deemed as an
23 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing
24 therein shall constitute an admission by Defendant that the Lawsuit was properly brought as a
25 representative action, other than for settlement purposes. Settlement of the Lawsuit, the negotiation
26 and execution of the Settlement Agreement, and all acts performed or documents executed pursuant

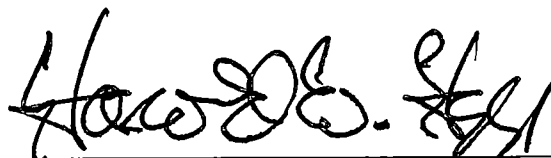
27 ¹ “Released Parties” means Defendant, and its past or present parents, subsidiaries, and affiliates, officers, directors,
28 employees, partners, agents, insurers, and/or any other individual or entity that could be liable for the acts or omissions of Defendant.

1 to or in furtherance of the Settlement Agreement or the settlement of the Lawsuit: (a) are not, shall not
2 be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on
3 the part of Defendant or of the truth of any of the factual allegations in the operative complaint in the
4 Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of
5 any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in
6 any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may not
7 be used as, an admission or evidence of the appropriateness of these or similar claims for representative
8 treatment, or administration other than for purposes of administering the settlement; and (d) shall not
9 constitute or be deemed a waiver of any of Defendant's right to compel arbitration of any dispute with
10 Aggrieved Employees that are not the subject of the releases in the Settlement Agreement.

11 17. This Order is intended to be a final disposition of the Lawsuit in its entirety and
12 judgment shall be entered in accordance therewith.

13 18. A final accounting hearing regarding the distribution of the funds shall be held on April
14 1, 2025, at ^{8:30 a.m.}~~3:00 p.m.~~ in Department 1 of the above-entitled Court.

15 Dated: 7/1/24

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17 HON. HAROLD HOPP,
18 JUDGE OF THE SUPERIOR COURT
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PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
31365 Oak Crest Drive Suite 240 Westlake Village, California 91361

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☒ deposited the sealed envelope with the United States Postal Service.
b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): July 8, 2024
b. from (*city and state*): Westlake Village, California

4. The envelope was addressed and mailed as follows:

- | | |
|--|---|
| <p>a. Name of person served:
Thomas R. Kaufman, Esq.
Street address: 1901 Avenue Of The Stars, Ste 1600.
City: Los Angeles
State and zip code: CA 90067-6055</p> | <p>c. Name of person served:

Street address:
City:
State and zip code:</p> |
| <p>b. Name of person served:

Street address:
City:
State and zip code:</p> | <p>d. Name of person served:

Street address:
City:
State and zip code:</p> |

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 8, 2024

Suzette Boucher

(TYPE OR PRINT NAME OF DECLARANT)



Suzette Boucher

(SIGNATURE OF DECLARANT)