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6 Attorneys for Plaintiff,

7 OLGA SOTELO, and all others similarly situated

(Additional attorneys for Plaintiff on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11  
12 OLGA SOTELO, on behalf of herself and all  
13 others similarly situated, and the general public,  
14 and an “aggrieved employee” on behalf of other  
15 “aggrieved employees” and the State of  
California under the Labor Code Private  
Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.

18 FAR WEST RESTAURANT GROUP, LLC  
19 (D/B/A WINGSTOP), a California limited  
20 liability company; ZION RESTAURANT  
21 GROUP, LLC (D/B/A WINGSTOP), a  
22 California limited liability company; and DOES  
2–50, inclusive,

23 *Defendant(s).*

**FILED**  
Superior Court of California  
County of Los Angeles

**04/30/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 23STCV12284

**~~PROPOSED~~ FIRST AMENDED  
JUDGMENT APPROVING CLASS  
SETTLEMENT**

Action filed: May 31, 2023  
Hearing Dept: 17, The Honorable  
Laura A. Seigle



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1 The Court entered its Final Approval Order and Judgment on June 12, 2025 (“Final  
2 Judgment”). All terms of that Final Judgment are incorporated into this First Amended Judgment  
3 and remain unchanged except as specially modified by this First Amended Judgment.

4 In accordance with the Court’s prior ruling granting Preliminary Approval of Class  
5 Action Settlement, Class Members have been given notice of the terms of the Settlement and  
6 the opportunity to request exclusion, comment upon, or object to it or to any of its terms. Having  
7 received and considered the Settlement, the supporting papers filed by the Parties, and the  
8 evidence and argument received by the Court in conjunction with the motions for preliminary  
9 and final approval of the Settlement, the Court granted final approval of the Settlement and  
10 ORDERED, ADJUDGED, DECREED, AND MADE THE FOLLOWING  
11 DETERMINATIONS:

12 1. The Court has jurisdiction over the subject matter of the Action and over all  
13 Parties to the Action, including all Class Members who did not request to be excluded from the  
14 Settlement. Pursuant to this Court’s ruling granting the Motion for Preliminary Approval of  
15 Class Action Settlement of January 24, 2025, the Class Notice was sent to each Class Member  
16 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the  
17 Settlement, their right to receive their proportional share of the Settlement, their right to request  
18 exclusion, their right to comment upon or object to the Settlement, and their right to appear in  
19 person or by counsel at the final approval hearing and be heard regarding final approval of the  
20 Settlement. Adequate periods of time were provided by each of these procedures. No member  
21 of the Class stated an intention to appear, or actually appeared at the final approval hearing.  
22 Although two (2) Class Members submitted timely objection forms, they clearly are not true  
23 objections because they do not provide any reasons in support of an objection to the Settlement  
24 (as required by the Settlement, ¶ 55.a) and instead appear to be submitted as requests for  
25 exclusion (and were counted as such by the Settlement Administrator). In addition, pursuant to  
26 the Settlement, ¶ 55.e., a Class Member cannot both opt out and object to the Settlement. If a  
27 Class Member both objects and opts out of the Settlement, the opt-out will control and the  
28 objection will be deemed invalid. Further, one (1) Class Member submitted a potential dispute



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1 and potential objection after the April 28, 2025 deadline. The Settlement Administrator denied  
2 the potential dispute and potential objection because they were received after the response  
3 deadline and were not dated. In addition, the potential dispute form did not include  
4 documentation showing that the Class Member's pay periods were different.

5         2. For purposes of this Settlement, "Class" consists of all non-exempt, hourly-paid  
6 employees of Defendants employed in California at a restaurant location at any time during the  
7 relevant Class Period. "Class Period" means the period which begins on either (a) May 28, 2022  
8 for Class Members who worked for Defendant Far West; or (b) June 5, 2023 for Class Members  
9 who worked for Defendant Zion, and which ends on March 22, 2024. Settlement, ¶¶ 5, 8. The  
10 "Aggrieved Employees" are all non-exempt, hourly-paid employees of Defendants employed in  
11 California at a restaurant location at any time during the PAGA Period. The "PAGA Period"  
12 begins on either (a) May 28, 2022 for Aggrieved Employees who worked for Defendant Far  
13 West or (b) June 5, 2023 for Aggrieved Employees who worked for Defendant Zion, and ends  
14 on January 24, 2025, the date the Court granted preliminary approval of the Settlement, subject  
15 to the escalator provision in paragraph 48(a)(ii) of the Settlement. Settlement, ¶¶ 2, 23.

16         3. The Court found and determined that the notice procedure afforded adequate  
17 protections to Class Members and provides the basis for the Court to make an informed decision  
18 regarding final approval of the Settlement based on the responses of Class Members. The Court  
19 found and determined that the notice provided in this case was the best notice practicable, which  
20 satisfied the requirements of law and due process as to all persons entitled to such notice.

21         4. **Release by Plaintiff and Class Members.** Released Claims means, for the  
22 duration of the Class Period, any and all claims against Defendants and the other Released  
23 Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or  
24 that could have been alleged in the Action based on such facts. Without limiting the foregoing,  
25 and in addition to the foregoing, the Released Claims include claims for alleged failures to pay  
26 all wages earned for all hours worked at the correct rate including minimum, regular, and  
27 overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or  
28 additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time;



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1 pay vested vacation time at termination; waiting time penalties; reimburse necessary business  
2 expenses; timely pay wages upon separation; timely pay wages owed during employment; issue  
3 accurate itemized wage statements; maintain accurate payroll records; provide wage theft  
4 notice; claims for violations of California Labor Code §§ 201–204, 210, 212–213, 216, 221,  
5 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194,  
6 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related violations of the  
7 applicable California Wage Orders; violations of all related or corresponding federal laws; and  
8 violations of California Business and Professions Code section 17200, *et seq.* in connection with  
9 the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in  
10 the Action. (Settlement Agreement, ¶ 27).

11 Released Parties means and includes Far West Restaurant Group, LLC, Zion Restaurant  
12 Group, LLC, and their respective current and former parents, predecessors or successors,  
13 holding companies, affiliated companies or entities, owners, investors, shareholders, members,  
14 partners, officers, directors, managers, employees, and agents, attorneys, insurers, and  
15 representatives. (Settlement Agreement, ¶ 28).

16 Full Release by the Named Plaintiff. Upon payment of the Gross Settlement Amount  
17 and the Employer’s Taxes necessary to effectuate the settlement to the Settlement  
18 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other  
19 Released Parties from the Released Claims and any other claims that the Named Plaintiff now  
20 has or claims to have, or has ever had or claimed to have, against Defendants and the Released  
21 Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and  
22 expressly releases to the maximum extent permitted by law any claims against Defendants and  
23 the Released Parties arising out of or relating to the Named Plaintiff’s employment or the  
24 termination of her employment with Defendants and any other Released Party. This general  
25 release by the Named Plaintiff includes a waiver of Named Plaintiff’s rights under Civil Code  
26 Section 1542, which provides: “A general release does not extend to claims that the creditor or  
27 releasing party does not know or suspect to exist in his or her favor at the time of executing the  
28 release and that, if known by him or her, would have materially affected his or her settlement



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1 with the debtor or released party.” (Settlement Agreement, ¶ 45).

2           5.       The Court further found and determined that the terms of the Settlement are fair,  
3 reasonable, and adequate, that the Settlement is ordered finally approved, and that all terms and  
4 provisions of the Settlement, including the release of claims contained therein, and ordered to  
5 be consummated, and directed the Parties to effectuate the Settlement according to its terms. As  
6 of the Effective Date of Settlement, and for the duration of the Class Period, all Class Members  
7 are hereby deemed to have waived and released all Released Claims and are forever barred and  
8 enjoined from prosecuting the Released Claims against the Releasees as fully set forth in the  
9 Settlement. The Court found that two (2) Class Member(s)—(1) Aiden Ramirez and (2) Alyson  
10 Garcia—submitted a request for exclusion from the Settlement as determined by the Settlement  
11 Administrator and therefore are not in the Settlement Class.

12           6.       The Court found and determined that (a) the Participating Class Member  
13 Payments to be paid to Participating Class Members and (b) the \$119,916.43 payment to the  
14 LWDA (75% of the \$159,888.57 PAGA penalty) for the PAGA penalty under the California  
15 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections  
16 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby granted  
17 final approval to, and orders the payment of, those amounts be made to the Participating Class  
18 Members and to the California Labor & Workforce Development Agency, in accordance with  
19 the terms of the Settlement.

20           7.       The Court further granted final approval to and orders that the following  
21 payments be made in accordance with the terms of the Settlement:

22                   a.       Class Counsel Attorneys’ Fees in the amount of \$357,462.86  
23 (\$369,962.86 allowed by the Court minus \$12,500.00, pursuant to Paragraph 7(b) of this Order)  
24 for attorney’s fees and Class Counsel Attorneys’ Costs in the amount of \$21,156.52 to Class  
25 Counsel;

26                   b.       \$20,000.00 as an Enhancement Award payable to Plaintiff Olga Sotelo  
27 for her service as the class representative, of which \$12,500.00 shall be paid from the Class  
28 Counsel Attorneys’ Fees, in accordance with the terms of the Settlement and pursuant to the



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request of Class Counsel;

c. \$29,500.00 in Settlement Administration Costs payable to CPT Group, Inc. for its services as the Settlement Administrator;

d. Payment of \$119,916.43 (75% of the \$159,888.57 PAGA penalty) to the LWDA; and

e. Employer-side payroll taxes (to be paid in addition to the Gross Settlement Amount by Defendants.

8. The settlement administration proceeded as directed in the Settlement, and no payments pursuant to the Settlement were distributed until after the Effective Date. Without affecting the finality of the Final Judgment and this First Amended Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of the Final Judgment, and this First Amended Judgment, and the Settlement pursuant to California Rule of Court 3.769(h).

9. Defendants deposited the Settlement proceeds in an account designated by the Settlement Administrator. Defendants paid their share of the employer-side payroll taxes in addition to the GSA.

10. Pursuant to CCP 384 and the Settlement, Participating Class Members had one hundred and eighty (180) days from the date of the check's issuance to cash their Individual Settlement Payment check. After the expiration of the 180-day period, on Defendants' behalf, the Settlement Administrator shall remit any amounts from Voided Settlement Checks and otherwise unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date of entry of the initial judgement, as follows: Court Appointed Special Advocates of Los Angeles. Court Appointed Special Advocates of California is referred to hereafter as the "Cy Pres Recipient."

**11. Upon review of the declaration from the Claims Administrator (Declaration of Tarus Dancy Regarding Compliance), the Participating Class Members' check cashing period ended on March 4, 2026, and 2,571 checks totaling \$135,792.38 remained uncashed. The Court hereby orders that a payment shall be made to the Court Appointed Special**



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1 **Advocates of California as the *Cy Pres* Recipient in the amount of \$135,792.38, plus**  
2 **interest, pursuant to Code of Civil Procedure § 384.**

3 12. Nothing in the Final Judgment and this First Amended Judgment shall preclude  
4 any action to enforce the Parties' obligations under the Settlement or hereunder.

5 13. The Court hereby enters final Judgment in this case in accordance with the terms  
6 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,  
7 and the Final Judgment and this First Amended Judgment.

8 14. The Parties are hereby ordered to comply with the terms of the Settlement.

9 15. The Parties shall bear their own costs and attorneys' fees except as otherwise  
10 provided by the Settlement and the Final Order and Judgment and this First Amended Judgment.

11 16. The Settlement is not an admission by Defendants, nor is the Final Judgment, nor  
12 this First Amended Judgment, a finding of the validity of any claims in the Action or of any  
13 wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and  
14 shall not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither  
15 the Final Judgment and this First Amended Judgment, Settlement, any document referred to  
16 herein, any exhibit to any document referred to herein, any action taken to carry out the  
17 Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as,  
18 or deemed to be evidence of, or an admission or concession with regard to, the denials or  
19 defenses of Defendants, and shall not be offered in evidence in any proceeding against the  
20 Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever  
21 other than to enforce the provisions of the Final Judgment and this First Amended Judgment.  
22 The Final Judgment and this First Amended Judgment, the Settlement and exhibits thereto, and  
23 any other papers and records on file in the Action may be filed in this Court or in any other  
24 litigation as evidence of the settlement by Defendants to support a defense of res judicata,  
25 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to  
26 the Participating Class Members' Release of Claims and the Aggrieved Employees' Release of  
27 PAGA Claims.

28 17. This document shall constitute a Judgment for purposes of California Rule of



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1 Court 3.769(h).

2 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

3  
4 Date: 04/30/2026



*Laura Seigle*

5 **THE HONORABLE LAURA A. SEIGLE**  
6 **JUDGE OF THE SUPERIOR COURT**  
7 Laura A. Seigle / Judge  
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**PROOF OF SERVICE**

State of California,  
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is The Spivak Law Firm, 1875 Century Park East, 7th Fl, Los Angeles, CA 90067.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Wednesday, April 29, 2026, I served the foregoing document described as **[PROPOSED] FIRST AMENDED JUDGMENT APPROVING CLASS SETTLEMENT** on interested parties by electronic mail, addressed as follows:

Maria Z. Stearns, Esq.  
Kenneth J. Zielinski, Esq.  
K. Bartlett Jordan, Esq.  
Rutan & Tucker, LLP  
18575 Jamboree Road, 9th Floor  
Irvine CA 92612  
mstearns@rutan.com  
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XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address emily@spivaklaw.com.

EXECUTED on Wednesday, April 29, 2026, at Burbank, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/ Emily HOUNG LY  
EMILY HOUNG LY



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