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7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

9 (Additional attorneys for Plaintiff on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

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

17 *Plaintiff(s),*

18 vs.

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

24 *Defendant(s).*

FILED

Superior Court of California
County of Los Angeles

06/12/2025

David W. Staylor, Executive Officer / Clerk of Court

By: L. Ennis Deputy

Case No.: 23STCV12284

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: May 31, 2023

Hearing Date: June 6, 2025

Hearing Time: 9:00 a.m.

Hearing Dept: 17, The Honorable Laura
A. Seigle



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1 This matter came on for hearing on June 6, 2025, at 9:00 a.m. in Department 17 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Joint
4 Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims (the
5 "Settlement") filed herewith, which provides for a Gross Settlement Amount ("GSA") of
6 \$1,109,888.57 in compromise of all disputed claims on behalf of current and former food worker
7 employees employed by Defendants Far West Restaurant Group, LLC (D/B/A WingStop)
8 ("Defendant Far West") and/or Zion Restaurant Group, LLC (D/B/A WingStop) ("Defendant
9 Zion") (collectively "Defendants") who worked in California during the Class Period and/or the
10 PAGA Period. All capitalized terms used herein shall have the same meaning as defined in the
11 Settlement.

12 In accordance with the Court's prior ruling granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and
14 the opportunity to request exclusion, comment upon, or object to it or to any of its terms. Having
15 received and considered the Settlement, the supporting papers filed by the Parties, and the
16 evidence and argument received by the Court in conjunction with the motions for preliminary
17 and final approval of the Settlement, the Court grants final approval of the Settlement and
18 HEREBY ORDERS, ADJUDGES, DECREES, AND MAKES THE FOLLOWING
19 DETERMINATIONS:

20 1. The Court has jurisdiction over the subject matter of the Action and over all
21 Parties to the Action, including all Class Members who did not request to be excluded from the
22 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
23 Class Action Settlement of January 24, 2025, the Class Notice was sent to each Class Member
24 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
25 Settlement, their right to receive their proportional share of the Settlement, their right to request
26 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
27 person or by counsel at the final approval hearing and be heard regarding final approval of the
28 Settlement. Adequate periods of time were provided by each of these procedures. No member



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1 of the Class stated an intention to appear, or actually appeared at the final approval hearing.
2 Although two (2) Class Members submitted timely objection forms, they clearly are not true
3 objections because they do not provide any reasons in support of an objection to the Settlement
4 (as required by the Settlement, ¶ 55.a) and instead appear to be submitted as requests for
5 exclusion (and were counted as such by the Settlement Administrator). In addition, pursuant to
6 the Settlement, ¶ 55.e., a Class Member cannot both opt out and object to the Settlement. If a
7 Class Member both objects and opts out of the Settlement, the opt-out will control and the
8 objection will be deemed invalid. Further, one (1) Class Member submitted a potential dispute
9 and potential objection after the April 28, 2025 deadline. The Settlement Administrator denied
10 the potential dispute and potential objection because they were received after the response
11 deadline and were not dated. In addition, the potential dispute form did not include
12 documentation showing that the Class Member's pay periods were different.

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

24 3. The Court finds and determines that the notice procedure afforded adequate
25 protections to Class Members and provides the basis for the Court to make an informed decision
26 regarding final approval of the Settlement based on the responses of Class Members. The Court
27 finds and determines that the notice provided in this case was the best notice practicable, which
28 satisfied the requirements of law and due process as to all persons entitled to such notice.



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1 4. **Release by Plaintiff and Class Members.** Released Claims means, for the
2 duration of the Class Period, any and all claims against Defendants and the other Released
3 Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or
4 that could have been alleged in the Action based on such facts. Without limiting the foregoing,
5 and in addition to the foregoing, the Released Claims include claims for alleged failures to pay
6 all wages earned for all hours worked at the correct rate including minimum, regular, and
7 overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or
8 additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time;
9 pay vested vacation time at termination; waiting time penalties; reimburse necessary business
10 expenses; timely pay wages upon separation; timely pay wages owed during employment; issue
11 accurate itemized wage statements; maintain accurate payroll records; provide wage theft
12 notice; claims for violations of California Labor Code §§ 201–204, 210, 212–213, 216, 221,
13 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194,
14 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related violations of the
15 applicable California Wage Orders; violations of all related or corresponding federal laws; and
16 violations of California Business and Professions Code section 17200, *et seq.* in connection with
17 the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in
18 the Action. (Settlement Agreement, ¶ 27).

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

24 Full Release by the Named Plaintiff. Upon payment of the Gross Settlement Amount
25 and the Employer’s Taxes necessary to effectuate the settlement to the Settlement
26 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other
27 Released Parties from the Released Claims and any other claims that the Named Plaintiff now
28 has or claims to have, or has ever had or claimed to have, against Defendants and the Released



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1 Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and
2 expressly releases to the maximum extent permitted by law any claims against Defendants and
3 the Released Parties arising out of or relating to the Named Plaintiff's employment or the
4 termination of her employment with Defendants and any other Released Party. This general
5 release by the Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code
6 Section 1542, which provides: "A general release does not extend to claims that the creditor or
7 releasing party does not know or suspect to exist in his or her favor at the time of executing the
8 release and that, if known by him or her, would have materially affected his or her settlement
9 with the debtor or released party." (Settlement Agreement, ¶ 45).

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

20 6. The Court finds and determines that (a) the Participating Class Member
21 Payments to be paid to Participating Class Members and (b) the \$119,916.43 payment to the
22 LWDA (75% of the \$159,888.57 PAGA penalty) for the PAGA penalty under the California
23 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
24 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
25 final approval to, and orders the payment of, those amounts be made to the Participating Class
26 Members and to the California Labor & Workforce Development Agency, in accordance with
27 the terms of the Settlement.

28 7. The Court further grants final approval to and orders that the following payments



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1 be made in accordance with the terms of the Settlement:

2 a. Class Counsel Attorneys' Fees in the amount of \$357,462.86
3 (\$369,962.86 allowed by the Court minus \$12,500.00, pursuant to Paragraph 7(b) of this Order)
4 for attorney's fees and Class Counsel Attorneys' Costs in the amount of \$21,156.52 to Class
5 Counsel;

6 b. \$20,000.00 as an Enhancement Award payable to Plaintiff Olga Sotelo
7 for her service as the class representative, of which \$12,500.00 shall be paid from the Class
8 Counsel Attorneys' Fees, in accordance with the terms of the Settlement and pursuant to the
9 request of Class Counsel;

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

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

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

16 8. The settlement administration shall proceed as directed in the Settlement, and no
17 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
18 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
19 of all matters relating to the interpretation, administration, implementation, effectuation and
20 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
21 of Court 3.769(h).

22 9. Within 15 calendar days of the Effective Date, Defendants shall deposit the
23 Settlement proceeds in an account designated by the Settlement Administrator: (i) the total
24 amount of all Individual Settlement Payments to Participating Class Members, (ii) the Court
25 approved Class Counsel Attorneys' Fees and Costs, (iii) the Court-approved Enhancement
26 Award, (iv) the Court-approved costs of the Settlement Administrator, and (v) the payment to
27 the LWDA. Defendants shall also pay their share of the employer-side payroll taxes in addition
28 to the GSA.



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1 10. Defendants' payment of such sums shall be the sole financial obligation of
2 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
3 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
4 expenses.

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

13 12. The Parties shall file a final accounting report by **April 1, 2026**. A nonappearance
14 case review re submission of a final report is scheduled for **April 8, 2026 at 8:30 a.m.** in
15 **Department 17.**

16 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
17 the Parties' obligations under the Settlement or hereunder, including the requirement that
18 Defendants deposit funds for distribution by the Settlement Administrator to participating Class
19 Members in accordance with the Settlement.

20 14. The Court hereby enters final Judgment in this case in accordance with the terms
21 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
22 and this Final Order and Judgment.

23 15. The Parties are hereby ordered to comply with the terms of the Settlement.

24 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
25 provided by the Settlement and this Final Order and Judgment.

26 17. The Settlement is not an admission by Defendants nor is this Final Order and
27 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used



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1 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
2 and Judgment, Settlement, any document referred to herein, any exhibit to any document
3 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
4 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
5 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
6 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
7 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
8 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
9 and any other papers and records on file in the Action may be filed in this Court or in any other
10 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
11 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
12 the Participating Class Members' Release of Claims and the Aggrieved Employees' Release of
13 PAGA Claims.

14 18. This document shall constitute a Judgment for purposes of California Rule of
15 Court 3.769(h).

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

17 Date: 06/12/2025
18 _____



19 *Laura Seigle*
20 _____
21 **THE HONORABLE LAURA A. SEIGLE**
22 **JUDGE OF THE SUPERIOR COURT**
23 *Laura A. Seigle / Judge*



24 **SPIVAK LAW**
25 **EMPLOYEE RIGHTS**

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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, June 11, 2025, I served the foregoing document described as **[PROPOSED] FINAL ORDER AND 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.
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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, June 11, 2025, 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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