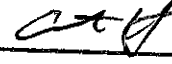


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 02 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: , DEPUTY

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JOSE CASARES, an individual, on behalf
of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

CANYON CATERING & EVENTS, INC.,
a California corporation; K & C
RESTAURANTS, INC., a California
corporation; and DOES 1 TO 50,

Defendants.

Case No. 30-2023-01332665-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 20, 2025

Time: 2:00 P.M.

Dept: CX101

Judge: Hon. William Claster

Complaint Filed: June 20, 2023

FAC Filed: August 23, 2023

Trial Date: None Set

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on May 30, 2025 at 9:00 a.m. in Department CX101, the Honorable William
3 Claster presiding. The Court having considered the papers submitted in support of the application
4 of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action,
7 Amendment to Settlement Agreement and Release of Class Action, and the Second Amendment
8 to Settlement Agreement and Release of Class Action (collectively referred to as the "Settlement
9 Agreement") attached herein as **Exhibit A**. All terms used herein shall have the same meaning as
10 defined in the Settlement Agreement. The settlement set forth in the Settlement Agreement appears
11 to be fair, adequate and reasonable to the Class, and the Court preliminarily approves the terms of
12 the Settlement Agreement, ~~including, without limitation:~~

- 13 a. A non-reversionary Gross Settlement Amount of ~~\$535,000.00~~;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 ~~\$7,500.00~~;
- 16 c. Court approved attorneys' fees to Class Counsel of up to ~~\$178,333.33~~,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to ~~\$25,000.00~~;
- 19 e. Fees and Costs of the Settlement Administrator of up to ~~\$35,000.00~~; and
- 20 f. A PAGA allocation of \$20,000.00, with ~~\$15,000.00~~ (i.e., 75%) payable to
21 the California Labor & Workforce Development Agency for its portion of
22 the PAGA penalties.

23 2. This Court has considered the papers in support of the Motion and the Settlement
24 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified
25 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
26 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
27 requirements; (d) the claims of the Class Representative are typical of the claims of the proposed
28 Class Members; (e) Class Representative's counsel has and is able to adequately represent the
proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-wide

1 treatment of this dispute is superior to individual litigation because common issues predominate
2 over individual issues for settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be
4 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
5 and final approval by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement,
7 attorneys' fees and costs to Class Counsel, and the Class Representative's enhancement award
8 should be finally approved as fair, reasonable and adequate as to the members of the Class is
9 scheduled on the date and time set forth in the implementation schedule in Paragraph 15 below.

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement and Hearing Date for Court Approval ("Class Notice"), attached herein as **Exhibit B**.
12 The Court approves the procedure for Class Members to participate in, to opt out of, and to object
13 to, the Settlement as set forth in the Settlement Agreement. The Court approves, as to form and
14 content, the Exclusion Form, attached herein as **Exhibit C**, and the Workweek Dispute Form,
15 attached herein as **Exhibit D**.

16 6. The Court directs the mailing of the Class Notice by first class mail to the Class
17 Members in accordance with the Implementation Schedule set forth below. The Court finds the
18 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
19 Schedule, meet the requirements of due process and provide the best notice practicable under the
20 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

21 7. It is ordered that the Settlement Class is preliminarily certified for settlement
22 purposes only.

23 8. The Court preliminarily certifies for settlement purposes only the Settlement Class
24 defined as follows: *all individuals who are or were employed by Defendant(s) as non-exempt*
25 *employees in California during the Class Period. See Settlement Agreement, at § 1.41. The Class*
26 *Period is defined as the period of time from June 20, 2019, through the date of preliminary approval*
27 *of the settlement. See Settlement Agreement, at § 1.11.*

28 9. The Court preliminarily approve for settlement purposes only the PAGA Settlement
Class defined as follows: *all individuals who are or were employed by Defendants as non-exempt*

employees in California during the PAGA Period. See Settlement Agreement, at § 1.32. The PAGA Period is defined as the period from June 19, 2022, through the date of preliminary approval of the settlement. See Settlement Agreement, at § 1.30.

10. All Settlement Class members who do not timely opt out will release those claims arising out of or related to the allegations set forth in the operative complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, ~~including claims for:~~ *pursuant to the terms of the Settlement Agreement.* (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (11) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing. See Settlement Agreement, at § 1.36.

11. All PAGA Settlement Class members will release all PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, ~~including but not limited to:~~ *pursuant to the terms of the Settlement Agreement.* failure to pay minimum wages for all hours worked, failure to pay overtime wages, failure to provide paid rest breaks and pay missed rest break premiums, failure to provide meal periods and pay missed meal period premiums, failure to pay wages timely during employment, failure to pay timely wages at separation, failure to provide

accurate and itemized wage statements, failure to reimburse for business expenses, failure to pay sick leave, and recordkeeping violations, pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2084. *See* Settlement Agreement, at § 1.36.

12. The Court confirms Plaintiff Jose Casares as Class Representative, and Jonathan Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

13. The Court appoints CPT Group, Inc. as the Settlement Administrator.

14. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

15. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to provide Class Counsel and Defense Counsel with Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]

1	g. Final Approval and Fairness Hearing	November 7, 2025 at 9:00 a.m.
2		

3

4 16. If any of the dates in this Implementation Schedule falls on a weekend, bank or

5 court holiday, the time to act shall be extended to the next business day.

6 17. The Court shall retain jurisdiction over the Action for all purposes pursuant to

7 California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the

8 terms of the Settlement.

9 **IT IS SO ORDERED.**

10 Dated: 6-2-25

11 
 12 Hon. William Claster
 13 Judge of the Superior Court, Orange County