


(SIGNATURE)

PLAINTIFF/PETITIONER: MYA HERRERA
 DEFENDANT/RESPONDENT: IHOP RESTAURANTS LLC, ET AL.

CASE NUMBER:
 23STCV14263

**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*):
 515 S. Figueroa St. Suite 1250, Los Angeles, CA 90071

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*): 5/28/2025
 - b. from (*city and state*): Los Angeles, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: Anthony J. Zaller / ZALLER LAW GROUP. PC Street address: 999 N. Pacific Coast Highway, Suite 525 City: El Segundo State and zip code: CA 90245 b. Name of person served: Anne McWilliams / ZALLER LAW GROUP. PC Street address: 999 N. Pacific Coast Highway, Suite 525 City: El Segundo State and zip code: CA 90245	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached: 4

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

Date: 5/22/2025

Jacqueline Park

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Electronically Received 05/21/2025 03:50 PM

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Larry W. Lee (State Bar No. 228175)
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Attorneys for Plaintiff Mya Herrera

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MYA HERRERA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

IHOP RESTAURANTS LLC, a Limited
Liability Company; MONTEREY PARK 767
INC., A Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23STCV14263

Assigned to the Hon. Timothy Patrick Dillon,
Dept. SSC-15

~~AMENDED PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT; AND
JUDGMENT

Date: May 21, 2025
Time: 10:00 a.m.
Dept.: 15

Action Filed: June 20, 2023
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

05/22/2025

David W. Styrba, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1
2 **~~PROPOSED~~ ORDER**

3 The motion of Plaintiff Mya Herrera for an order approving the settlement of the above-
4 captioned action and entering judgment thereon (“Motion”) having come before the Court, and the
5 Court being duly apprised of the premises, good cause appearing,

6 **IT IS HEREBY ORDERED** that the Motion shall be and is granted and the settlement of
7 this action is hereby approved.

8 **IT IS FURTHER ORDERED** as follows:

9 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
10 shall have the same meaning as given in the PAGA Settlement Agreement (“Settlement
11 Agreement”) attached as Exhibit B to the Declaration of Edward W. Choi filed in support of the
12 Motion.

13 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
14 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to
15 the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the
16 Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
17 Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement
18 complied with the statutory requirements of the PAGA.

19 3. The Court confirms approval of the settlement as to the following group of
20 individuals, collectively referred to as the “Aggrieved Employees”: any current and/or former non-
21 exempt California employee who worked for Defendant Monterey Park 767 during the PAGA
22 Period. The “PAGA Period” is the period from June 16, 2022 through August 8, 2024.

23 4. This Court has jurisdiction over the subject matter of this litigation, Plaintiff, the
24 Aggrieved Employees, Defendants, and over those persons and entities undertaking affirmative
25 obligations under the settlement.

26 5. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate.
27 Accordingly, the Court hereby finally and unconditionally approves the settlement.

28 6. The Court finds that each Aggrieved Employee, in accordance with the settlement,

1 releases the following “Released PAGA Claims” against the Released Parties:

2 all claims for PAGA penalties that were alleged or reasonably could
3 have been alleged, based on the PAGA Period facts stated in the
4 Operative Complaint and the PAGA notice.

5 The Settlement Agreement neither releases the Released Parties from liability, if any, to Aggrieved
6 Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims
7 by Aggrieved Employees against the Released Parties for any individual wage and hour claims.

8 7. The Court approves the Gross Settlement Amount of \$120,000.00. The Court
9 further finds that the Gross Settlement Amount, PAGA Penalties, and the methodology used to
10 calculate and pay each Individual PAGA Payment, in accordance with the Settlement Agreement,
11 are fair and reasonable.

12 8. Phoenix Settlement Administrators is approved to serve as the Settlement
13 Administrator.

14 9. The Court awards the Settlement Administrator in this Action its fees and costs in
15 the amount of \$3,000.00, in accordance with the terms of the Settlement Agreement.

16 10. The Court awards Plaintiff a Service Payment in the amount of \$7,500.00. In
17 exchange, Plaintiff has agreed to a general release of all claims that she might have against
18 Defendants, including a Civil Code section 1542 release.

19 11. The Court awards Plaintiff’s counsel in this Action its fees of \$40,000.00 and
20 litigation costs incurred in the amount of \$13,327.41, in accordance with the terms of the
21 Settlement Agreement. 60% of the attorney’s fees awarded will be paid to the Law Offices of
22 Choi & Associates, P.C. and 40% to the Diversity Law Group, P.C.

23 12. The Court approves the PAGA Penalties fund of \$53,672.59 Seventy-five percent
24 (75%) of the PAGA Penalties, \$40,254.44, will be paid to the State of California Labor and
25 Workforce Development Agency (“LWDA Payment”), and the remaining twenty-five percent
26 (25%) of the PAGA Penalties, \$13,418.15 shall be distributed to the Aggrieved Employees in
27 accordance with the terms of the Settlement Agreement.

28 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual

1 PAGA Payments uncashed after one hundred eighty (180) days shall be send to the Unclaimed
2 Property Fund administered by the California State Controller's Office in the names of the
3 Aggrieved Employees to whom the funds relate.

4 14. The Court retains exclusive and continuing jurisdiction over this Action for
5 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
6 and Order, as well as the settlement.

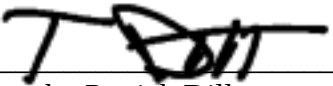
7 15. Nothing in this Order and Judgment or the settlement shall be construed as an
8 admission or concession by any party. The settlement and this resulting Judgment and Order
9 simply represent a compromise of disputed allegations.

10 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
11 days of the date of this Order.

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

13
14 Dated: 05/22/2025



15 

16 Honorable Timothy Patrick Dillon
17 Judge of the Superior Court of California
18 Timothy Patrick Dillon / Judge
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PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On May 28, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

ZALLER LAW GROUP. PC
Anthony J. Zaller
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 X **BY ELECTRONIC SERVICE**

I caused such document to be uploaded to CaseAnywhere to be served on the offices of the addressees.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 28, 2025, at Los Angeles, California.



Jacqueline Park