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**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. Kenneth R. Freeman,
Dept. SSC-14

**[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.: 14

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

1 **[PROPOSED] ORDER**

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

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

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

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

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

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

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

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

27 6. The Court finds that each Aggrieved Employee, in accordance with the settlement,
28 releases the following “Released PAGA Claims” against the Released Parties:

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

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

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

10 8. Phoenix Settlement Administrators is approved to serve as the Settlement
11 Administrator.

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

14 10. The Court awards Plaintiff a Service Payment in the amount of \$10,000.00. In
15 exchange, Plaintiff has agreed to a general release of all claims that she might have against
16 Defendants, including a Civil Code section 1542 release.

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

21 12. The Court approves the PAGA Penalties fund of \$53,672.59 Seventy-five percent
22 (75%) of the PAGA Penalties, \$40,254.44, will be paid to the State of California Labor and
23 Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent
24 (25%) of the PAGA Penalties, \$13,418.15 shall be distributed to the Aggrieved Employees in
25 accordance with the terms of the Settlement Agreement.

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

1 Property Fund administered by the California State Controller's Office in the names of the
2 Aggrieved Employees to whom the funds relate.

3 14. A Non-Appearance Compliance Hearing will be held on _____, 2026.
4 Plaintiff's counsel will file a compliance declaration from the Administrator 7 days before the
5 Compliance Hearing.

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

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

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

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

15
16 Dated: _____

HON. KENNETH R. FREEMAN
SUPERIOR COURT OF CALIFORNIA