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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

NOV 20 2024

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11 *Employees*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN BERNARDINO**

14 **RANCHO CUCAMONGA DISTRICT**

15 **ELFEGO VILLALPANDO**

16 Plaintiff,

17 v.

18 **LAZY DOG RESTAURANTS, LLC, a**
19 **Delaware limited liability company; and**
20 **DOES 1 through 50, inclusive,**

21 Defendants.

22 -----
23 **JUAN MEJIA, individually, and on behalf of**
24 **all other aggrieved employees,**

25 Plaintiff,

26 v.

27 **LAZY DOG RESTAURANTS, LLC, a**
28 **Delaware limited liability company; and**
DOES 1 through 50, inclusive,

Defendants.

Case Number: CIVSB2121205 (consolidated
with Case Number: CIVSB233342)

[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS AND
ENHANCEMENT AWARDS

[PROPOSED] FINAL ORDER AND JUDGMENT

Plaintiffs Elfego Villalpando and Juan Mejia's ("Plaintiffs") unopposed Motion for Approval of PAGA Settlement came on for hearing on November 20, 2024, at 9:00 a.m. before the Honorable Kory Mathewson, Department R-12 of the above-entitled Court. The Court has considered the proposed PAGA Settlement Agreement and Amendment No. 1 to the Settlement Agreement (collectively, the "Settlement Agreement"), and all evidence filed in support thereof.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1 to the Declaration of Scott E. Wheeler in support of the Motion for approval of the PAGA Settlement.

2. Pursuant to PAGA, California Labor Code § 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement. In particular, on or before the date Plaintiffs filed the motion seeking approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiffs' notice of the Settlement complied with the requirements of PAGA.

3. The Court confirms approval of the Settlement as to the Aggrieved Employees and the State of California.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Settlement is approved under Labor Code § 2699(1)(2).

6. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2 to the Declaration of Scott E. Wheeler in support of the Motion, fairly and adequately describes the Action, the approved settlement, and is the best notice practicable under the circumstances.

1 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
2 releases all Released Claims against the Released Parties.

3 8. The Gross Settlement Amount, Net Settlement Amount and the methodology used
4 to calculate the Aggrieved Employee Payment (which is comprised of the Individual PAGA
5 Payments and the LWDA Payment), in accordance with the Settlement, is approved under Labor
6 Code § 2699(1)(2).

7 9. The Court approves CPT Group, Inc. to act as the Settlement Administrator. The
8 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
9 with the terms of the Settlement Agreement, not to exceed \$31,500.

10 10. The Court approves the Law Offices of Farrah Mirabel and the Law Office of Scott
11 Ernest Wheeler as PAGA Counsel.

12 11. The Court awards the requested attorneys' fees in the amount of \$166,500.00 (70%
13 to the Law Office of Farrah Mirabel or \$116,500 and 30% or \$50,000 to the Law Office of Scott
14 Ernest Wheeler) and litigation costs in the amount of \$9,075.45 (\$7,371.00 shall be paid to the Law
15 Office of Farrah Mirabel and \$1,704.45 shall be paid to the Law Office of Scott E. Wheeler)
16 pursuant to the terms of the Settlement.

17 12. The Court authorizes the Settlement Administrator to calculate and pay the Net
18 Settlement Amount, inclusive of the LWDA Payment and Aggrieved Employee Payment (which
19 is comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement.

20 13. The Court finds that the LWDA Payment of \$204,000 as its share of the settlement
21 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
22 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

23 14. The Court finds the Representative Plaintiffs' Enhancement Awards in the sum of
24 \$10,000 to each Representative Plaintiff is fair and reasonable. The Court authorizes the Settlement
25 Administrator to pay the Representative Plaintiffs' Enhancement Awards, in accordance with the
26 terms of the Settlement Agreement.

15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 days will be transmitted to CASA of Orange County.

16. An Order to Show Cause Re Distribution is scheduled for 11/12/2025, at 9:00 a.m. in Department R-12. Upon completion of the Settlement, the Settlement Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court with seven (7) Court days prior to the Order to Show Cause Hearing Date.

17. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcement of this Order and the Settlement.

18. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

19. The Court enters final judgment in accordance with the terms of the Settlement Agreement and this Order.

20. Plaintiffs are directed to submit a copy of this Order and entry of judgment to the LWDA within 10 days of the date of this Order and entry of judgment.

IT IS SO ORDERED.

DATED: 11/20/2024


HONORABLE KORY MATHEWSON
JUDGE OF THE SUPERIOR COURT