

JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff MARLON DE LEON

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

MARLON DE LEON and LEE RUN YU,
on behalf of the State of California, and
others similarly situated and aggrieved,

Plaintiff,

v.

HAIDILAO HOT POT CENTURY CITY
INC, a California Corporation; HAIDILAO
HOT POT SAN DIEGO, INC., a California
Corporation; HAIDILAO HOT POT DALY
CITY, INC., a California Corporation;
HAIDILAO CATERING (U.S.A.) INC., a
California Corporation; HAIDILAO HOT
POT FREMONT INC., a California
Corporation; HAIDILAO HOT POT
INDUSTRY INC., a California Corporation;
HAIDILAO RESTAURANT GROUP, INC.,
a California Corporation; HAIDILAO
RESTAURANT CALIFORNIA INC., a
California Corporation; HDL
MANAGEMENT USA CORPORATION, a
California corporation; and DOES 1-100,
inclusive,

Case No.: 23STCV08293

Assigned for All Purposes to:
Hon. Jill Feeney
Dept. 78

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT**

DATE: August 20, 2025
TIME: 8:30 am
DEPT: 78

Reservation ID: 083685562472

[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
PAGA SETTLEMENT

Case No. 23STCV08293

1 Under Labor Code section 2699(I)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiffs Marlon De Leon and Lee Run Yu’s Motion for Approval of Settlement
3 under PAGA came before this Court on August 20, 2025 on a regularly noticed motion.

4 Plaintiffs’ operative complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiffs’ first amended
7 complaint and their letters to the Labor Workforce & Development Agency (“LWDA”) dated
8 June 5, 2023 and October 19, 2023 (the “LWDA Letters”), on behalf all current and former
9 hourly-paid, non-exempt employees of Defendants Haidilao Hot Pot Century City, Inc., Haidilao
10 Hot Pot San Diego, Inc., Haidilao Hot Pot Daly City, Inc.; Haidilao Catering (U.S.A.) Inc.;
11 Haidilao Hot Pot Fremont Inc.; Haidilao Hot Pot Industry Inc.; Haidilao Restaurant Group, Inc.;
12 Haidilao Restaurant California Inc. and HDL Management USA Corporation (collectively
13 “Defendants”) in California during the PAGA Period of June 5, 2022, through August 23, 2024
14 (the “Aggrieved Employees”).

15 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and approve
16 any settlement of any civil action filed pursuant to this part.” Lab. Code section 2699(I)(2). Accordingly the
17 Court, having considered the proposed settlement set forth in the Settlement Agreement (attached as Exhibit
18 1 to the Declaration of Brandon Brouillette, filed March 26, 2025), including the proposed PAGA penalties,
19 under Labor Code section 2699(I)(2), having considered the papers filed in support of the proposed
20 settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 21 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 22 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the
23 above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as
24 fair, just, reasonable, and adequate;
- 25 3. The Court finds further that, as of the date of the Judgment, the LWDA through
26 Plaintiffs as its proxies, will release claims as to the pay periods worked by each Aggrieved
27 Employee, and without the need for each Aggrieved Employee to manually sign a release
28 document, shall release the Released Parties and the State of California for claims for civil

1 penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the
2 Actions or reasonably could have been alleged based on the facts and legal theories contained in
3 the Actions, the De Leon LWDA Exhaustion Letter and/or the Ru LWDA Exhaustion Letter
4 including all of the following claims for relief: (i) failure to pay all regular wages, minimum
5 wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198,
6 & 1199); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii)
7 failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages
8 during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate
9 wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or
10 resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab.
11 Code §§ 1174(d) & 1174.5); (viii) failure to reimburse or indemnify business expenses (Cal. Lab.
12 Code § 2802); (ix) improper deductions (Cal. Lab. Code §§ 221-223); (x) failure to remit all tips
13 and/or gratuities (Cal. Lab. Code §§ 351 & 353); (xi) failure to pay reporting time wages; (xii)
14 failure to provide suitable seating and resting facilities; (xiii) failure to provide one day's rest in
15 seven; (xiv) failure to properly pay sick pay (Cal. Lab. Code §§ 245-248.5; (xv) failure to provide
16 supplemental paid sick leave; (xvi) refusal to make payments (Cal. Lab. Code § 216); (xvii) failure
17 to pay accrued vacation wages; (xviii) requiring employees enter into unlawful agreements as
18 condition of employees (Cal. Lab. Code § 432.5); (xiv) unlawful criminal background checks and
19 credit checks (Cal. Lab. Code §§ 432.7 & 1024.5); (xvi) failure to provide notice under the Wage
20 Theft Protection Act (Cal. Lab. Code § 2810.5); (xvii) all claims under the California Labor Code
21 Private Attorneys General Act of 2004 that could have been premised on the claims, causes of
22 action or legal theories described above or any of the claims, causes of action or legal theories of
23 relief pleaded in the Actions; (xviii) any claim for costs and attorneys' fees and expenses; and (ix)
24 any claim arising from the claims described above under applicable federal, state, local or
25 territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA
26 Released Claims"). PAGA Released Claims for Aggrieved Employees who worked for
27 Defendants in California during the PAGA Period shall have their claims released during the
28 PAGA Period.

1 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the State
2 of California as to those claims brought in the Action, and may bar any claim under PAGA brought by any
3 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA
4 Claims and Released Parties.

5 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
6 Defendants are directed to make all payments required by the Settlement Agreement;

7 6. Under the Settlement Agreement, Defendants agree to pay Nine Hundred Fifty Thousand
8 Dollars and No Cents (\$950,000.00) (the "Maximum Settlement Amount"). The Maximum Settlement
9 Amount is inclusive of payments to the LWDA and Aggrieved Employees, enhancement awards to
10 Plaintiffs, Attorney's Fees and Costs, and Administration costs. No portion of the Maximum Settlement
11 Amount will revert to Defendants. Plaintiffs each request a representative enhancement award of
12 \$10,000.00, and Plaintiffs' Counsel request an award of attorney's fees of \$316,666.67 and reimbursement
13 of actual litigation expenses of \$16,364.61. Defendants do not oppose these requests. The Court finds the
14 Maximum Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and
15 directs the Settlement Administrator to make the following payments from the Maximum Settlement
16 Amount:

17 a. \$316,666.66 in attorney's fees, including \$253,333.33 to Crosner Legal, PC, \$31,666.67 to
18 Hekmat Law Group, P.C., and \$31,666.66 to Law Office of Ben Rothman;

19 b. \$16,364.61 in litigation costs to Crosner Legal, PC;

20 c. \$10,000.00 each to Plaintiffs Marlon De Leon and Lee Run Yu, as representative
21 enhancements for their services as the named plaintiffs in this matter; and

22 d. \$12,000.00 in administration costs to Phoenix Settlement Administrators, which entity is
23 approved by the Court as the Settlement Administrator.

24 7. After deducting the foregoing payments, the estimated remainder of approximately
25 \$584,968.73 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
26 NSA will then be distributed 75 percent (approximately \$438,736.55) to the LWDA, and the remaining 25
27 percent (approximately \$146,242.18) to the Aggrieved Employees on a pro rata basis, as set forth in the
28 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to

1 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
2 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
3 Agreement.

4 8. This document shall constitute a Judgment for purposes of California Rule of Court
5 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
6 Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h) for the purpose of supervising
7 implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement
8 and this Judgment.

9
10 **IT IS SO ORDERED AND ADJUDGED.**



12 

13 Dated: 08/20/2025

14 Tiana J. Murillo / Judge
15 Judge of the Superior Court
16
17
18
19
20
21
22
23
24
25
26
27
28