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Attorneys for Plaintiff JUAN GARCIA as an individual and on behalf of all employees similarly situated

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

JUAN GARCIA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

C&R RESTAURANT GROUP, L.P., a
California Limited Partnership; and DOES 1
through 10, inclusive,

Defendants

Case No.: 23STCV19037

[Assigned for all purposes to Hon. Rupert A.
Byrdsong, Dept. 28]

**[PROPOSED] ORDER GRANTING
APPROVAL OF SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Action Filed:
Trial:

August 10, 2023
Not yet set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff JUAN GARCIA (“Plaintiff”), individually and in his capacity as a representative of the
3 State of California on behalf of other allegedly aggrieved employees, and Defendant C&R
4 RESTAURANT GROUP, L.P. (“Defendant”) (collectively, “the Parties”) submitted a Joint Stipulation
5 for Approval of Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004
6 (“PAGA”) (the “Joint Stipulation”). The Court having considered all the papers filed and otherwise being
7 fully informed, and good cause appearing therefor,

8 **IT IS HEREBY ORDERED THAT:**

9 1. The Joint Stipulation for approval of settlement of claims brought pursuant to PAGA is
10 GRANTED.

11 2. All terms used for purposes of this Order, not otherwise defined, shall have the same meaning
12 as given in the PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”), attached as
13 **Exhibit 2** to the Joint Stipulation. The terms, provisions, and obligations set forth in the Settlement
14 Agreement attached as **Exhibit 2** to the Joint Stipulation are deemed a part of this Order and incorporated
15 herein in their entirety.

16 3. Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce
17 Development Agency (the “LWDA”) has been given timely notice of the Settlement Agreement. The
18 Court finds and determines that Plaintiff’s notice of the Settlement to the LWDA complied with the
19 statutory requirements of PAGA.

20 4. The Court has determined that the Settlement is, in all respects, fair, reasonable and accurate,
21 and meets the requirements for approval under PAGA. Accordingly, the Court approves the Settlement.

22 5. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
23 methodology used to calculate and pay the LWDA Payment, and the PAGA Settlement payments to the
24 PAGA Settlement Members, in accordance with the Settlement, are fair and reasonable.

25 6. The Court confirms approval of the Settlement as to the following group of individuals,
26 collectively referred to as the “PAGA Settlement Group Members” (sometimes also referred to as
27 “Aggrieved Employees”):
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1 All current or former non-exempt employees of Defendant who worked for
2 Defendant from June 5, 2022 to the date of entry of this order for approval of the
3 Settlement by the Court, or on the date as modified by Defendant in Defendant's
4 sole discretion pursuant to Paragraph 8 of the Settlement Agreement.

5 The Defendant will be able to modify the PAGA Period date with the Settlement
6 Administrator and any other parties without needing a court order.

7 7. The Court approves the Notice to PAGA Settlement Group Members, attached as **Exhibit A**
8 to the Settlement Agreement.

9 8. The Court finds that Plaintiff and each PAGA Settlement Group Member releases all such
10 claims and allegations as set forth in the Settlement Agreement.

11 9. The Court authorizes ILYM Group Inc. to act as the Settlement Administrator.

12 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
13 payments, in accordance with the terms of the Settlement.

14 11. Defendant is directed to deliver the Gross Settlement Amount to the Settlement Administrator
15 within thirty (30) days after the Effective Date, as set forth in the Settlement Agreement.

16 12. The Court awards the Settlement Administrator in this Action its fees and costs of **\$13,950.00**
17 in accordance with the terms of the Settlement Agreement.

18 13. The Court awards to Plaintiff's Counsel in this Action its fees of **\$103,333.33** in accordance
19 with the terms of the Settlement Agreement. The Court awards to Plaintiff's Counsel actual costs of
20 **\$15,497.82** as shown by the ledger of costs attached as **Exhibit 4** to the Joint Stipulation.

21 14. The Court approves the allocations and gross settlement amount of **\$310,000.00** for the release
22 of claims brought under PAGA, to be paid in accordance with the terms of the Settlement.

23 15. Under the terms of the Settlement, the Net Settlement Amount is **\$177,218.85**. Seventy-five
24 percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce
25 Development Agency ("LWDA Payment"), and the remaining amount of the Net Settlement Amount shall
26 be distributed to the PAGA Settlement Group Members in accordance with the terms of the Settlement.

27 16. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid for one
28 hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares

1 uncashed after one hundred eighty (180) days will be disbursed to the California Controller's Unclaimed
2 Property Fund in the name of the PAGA Settlement Group Member.

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

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

7 19. The Court will enter Final Judgment in accordance with this Order.

8 20. The Court shall retain jurisdiction with respect to all matters related to the administration
9 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
10 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
11 determination of all controversies relating thereto.

12 **IT IS SO ORDERED.**

13 Dated: _____

14 _____
15 Hon. Rupert A. Byrdsong
16 LOS ANGELES COUNTY SUPERIOR COURT
17 JUDGE
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STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285 Glendale, CA 91203.

On the date indicated below, I served the document described as: **PROPOSED] ORDER GRANTING JOINT STIPULATION FOR COURT APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

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Attorneys for Defendant C&R RESTAURANT GROUP, L.P.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 8, 2025 at Glendale, California.

Lilit Tunyan
Name

Thurs

Signature