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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] FINAL JUDGMENT

Action Filed: August 10, 2023
Trial: 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”) have reached terms of
5 settlement of this action alleging claims for relief pursuant to the California Private Attorneys General
6 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

7 The Parties filed a Joint Stipulation for Approval of Settlement of Claims Brought Pursuant to
8 the PAGA (the “Joint Stipulation”), memorialized in the PAGA Settlement Agreement (the “Settlement”
9 or “Settlement Agreement”). A true and correct copy of the Settlement is attached to the Joint
10 Stipulation as **Exhibit 2**.

11 The Court granted the Parties’ Joint Stipulation. The Order Granting Approval of
12 Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004 (“PAGA
13 Settlement Order”) is incorporated herein in its entirety.

14 The Court now enters Judgment following the entry of the PAGA Settlement Order. The
15 Judgment set forth herein is intended to be a final disposition of this action in its entirety and is intended
16 to be immediately appealable. All terms used for purposes of this Judgment, not otherwise defined
17 herein, have the same meaning as given in the Settlement executed by the parties.

18 **JUDGMENT**

19 In accordance with and for the reasons stated in the PAGA Settlement Order, Judgment shall be
20 entered whereby the Plaintiff, the State of California, and the Aggrieved Employees, shall take nothing
21 from Defendant, except as expressly set forth in the Settlement, which was filed as **Exhibit 2** to the Joint
22 Stipulation, and as approved and awarded by the Court.

23 The Aggrieved Employees are:

24 All current or former non-exempt employees of Defendant who worked for Defendant
25 from June 5, 2022 to the date of entry of this order for approval of the Settlement by the
26 Court, or on the date as modified by Defendant in Defendant’s sole discretion pursuant
27 to Paragraph 8 of the Settlement Agreement.

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

1 Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce Development
2 Agency (the “LWDA”) has been given timely notice of the Settlement and is therefore bound by this
3 Judgment.

4 Plaintiff and each Aggrieved Employee release all such claims and allegations as set forth in the
5 Settlement Agreement.

6 All payments due under the Settlement will be made pursuant to the Settlement, the PAGA
7 Settlement Order, and this Judgment.

8 Nothing in this Judgment or the Settlement will be construed as an admission or concession by
9 any party.

10 Based on the foregoing and in accordance with the Settlement, each side to bear its own costs and
11 attorneys’ fees, except as provided by the Settlement Agreement.

12 Pursuant to this Judgment, the Court retains exclusive and continuing jurisdiction over this action
13 for purposes of supervising, administering, implementing, interpreting and enforcing this Judgment, as
14 well as the Settlement.

15 **JUDGMENT IS ENTERED ACCORDINGLY.**

16
17 Dated: _____

Hon. Rupert A. Byrdsong
LOS ANGELES COUNTY SUPERIOR COURT
JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

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

8 On the date indicated below, I served the document described as: **PROPOSED] FINAL JUDGMENT**
9 on the interested parties in this action by sending a true copy thereof to interested parties as follows
10 and as stated on the attached service list: Ian B. Wieland

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

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

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

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

27 Lilit Tunyan
28 Name



Signature