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ROSEANNA LORRAINE MARTINEZ

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

ROSEANNA LORRAINE MARTINEZ, on
behalf of the State of California, and others
similarly situated and aggrieved,

Plaintiff,

v.

BAKER'S BURGERS, INC., a California
corporation; and DOES 1-100 inclusive,

Defendants.

Case No.: CVRI2304756

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

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

Date: April 28, 2026
Time: 8:30 a.m.
Dept. 1

Reservation No.: 134380043333

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), Plaintiff Roseanna Lorraine Martinez's Motion for Approval of Settlement under
3 PAGA came before this Court for hearing on a regularly noticed motion.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 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 Plaintiff's complaint and her
7 letter to the Labor Workforce & Development Agency ("LWDA") dated July 6, 2023 (the
8 "LWDA Notice"), on behalf of all non-exempt, hourly employees who worked for Defendant
9 Baker's Burgers, Inc. ("Baker's" or "Defendant") in California during the PAGA Period of (the
10 "Aggrieved Employees").

11 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
12 approve any settlement of any civil action filed pursuant to this part." Labor Code section 2699(1)(2).
13 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
14 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
15 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
16 appearing, HEREBY ORDERS AS FOLLOWS:

- 17 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 18 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
19 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
20 terms, as fair, reasonable, and adequate;
- 21 3. The Court finds further that all Aggrieved Employees are deemed to release, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
24 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
25 stated in the Operative Complaint and the PAGA Notice.
- 26 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
27 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
28 by any person, including the Covered Employees, on behalf of the State of California, as to the Released

1 Claims and Released Parties.

2 5. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
3 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
4 discharged all of her individual (non-PAGA) claims as against all Released Parties, as set forth in the
5 Settlement Agreement;

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

8 8. Under the Settlement Agreement, Defendant agrees to pay Three Hundred Ninety
9 Thousand Dollars and No Cents (\$390,000.00) (the "Gross Settlement Amount" or "GSA") within thirty
10 (21) days of the Effective Date. The GSA is inclusive of payments to the LWDA and Aggrieved
11 Employees, an enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration costs. No
12 portion of the GSA will revert to Defendant. Plaintiff requests a representative enhancement award of
13 \$10,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$130,000.00 and
14 reimbursement of actual litigation expenses of \$22,841.47. Defendant does not oppose these requests. The
15 Court finds the GSA is fair, reasonable and adequate, approves the following payments from the GSA,
16 and directs the Settlement Administrator to make the following payments from the GSA:

- 17 a. \$130,000.00 in attorney's fees to Crosner Legal, PC;
18 b. \$22,841.47 in litigation costs to Crosner Legal, PC;
19 c. \$10,000.00 to Plaintiff Roseanna Lorraine Martinez as requested, as a representative
20 enhancement for her services as the named plaintiff in this matter, and in consideration of her full general
21 release of claims and waiver of Civil Code section 1542; and
22 d. \$9,000.00 in administration costs to Simpluris, Inc., which is hereby approved as the
23 Settlement Administrator;

24 9. After deducting the foregoing payments, the estimated remainder of approximately
25 \$218,158.53 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA
26 (\$163,618.90) will go to the LWDA, and the remaining 25% (\$54,539.63) will be distributed to
27 the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court
28 approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and

1 Aggrieved Employees, along with the Notice of PAGA Settlement (Exhibit A hereto), as set forth in the
2 Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

3 10. The Court hereby schedules a non-appearance compliance hearing for April 28, 2027, at
4 8:30 a.m. in Department 1 of the Riverside County Superior Court. The Parties are ordered to file a joint
5 compliance report at least five (5) court days beforehand.

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

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

11
12 Dated: April 28, 2026

13 
14 Judge of the Superior Court