

1 RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
2 mstearns@rutan.com
Kenneth J. Zielinski (State Bar No. 258555)
3 kzielinski@rutan.com
Emily Propersi (State Bar No. 360022)
4 epropersi@rutan.com
18575 Jamboree Road, 9th Floor
5 Irvine, CA 92612
Telephone: 714-641-5100
6 Facsimile: 714-546-9035

7 Attorneys for Defendants
MIRA LOMA JC, LLC dba JOHNNY CARINO'S,
8 BLUESTONE HOSPITALITY, LLC, BLUESTONE
HOSPITALITY WEST, LLC, and CIR RANCHO, INC.
9

MATERN LAW GROUP, PC

10 MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
11 ELLIE D. GORALNICK (SBN 326276)
2101 E. El Segundo Blvd., Suite 403
12 El Segundo, CA 90245
Tel: (310) 531-1900
13 Facsimile: (310) 531-1901

14 Attorneys for Plaintiffs JADYN BERNER and RYAN
MOORE, individually and on behalf of all other aggrieved
15 employees

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
18 STANLEY MOSK COURTHOUSE

19 JADYN BERNER and RYAN MOORE,
20 individually and on behalf of all other aggrieved
employees,

21 Plaintiff,

22 vs.

23 MIRA LOMA JC, LLC dba JOHNNY
CARINO'S, a California limited liability
company; BLUESTONE HOSPITALITY,
24 LLC, a Delaware limited liability company;
BLUESTONE HOSPITALITY WEST, LLC, a
25 Delaware limited liability company; CIR
RANCHO, INC., a California corporation; and
26 DOES 1 through 50, inclusive,

27 Defendants.
28

Case No. 23STCV30592

ASSIGNED FOR ALL PURPOSES TO:
HON. TERESA A. BEAUDET, DEPT. 50

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: December 14, 2023
Trial Date: None Set

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between Jadyn Berner (“Berner”), Ryan Moore (“Moore”), Amijean Davila
3 (“Davila”), and Lizbeth Valdivia (“Valdivia”), on behalf of themselves and as representatives of the
4 State of California and the Aggrieved Employees (as defined in Paragraph 2, below), on the one
5 hand, and Mira Loma JC, LLC dba Johnny Carino’s; CIR Rancho, Inc. dba Johnny Carino’s; Arroyo
6 Real Partners, LP dba Johnny Carino’s and Famous Dave’s Bar-B-Que; Centro 8 Partners, LP dba
7 Johnny Carino’s; NorCal Dale Partners, LP dba Johnny Carino’s and Famous Dave’s Bar-B-Que;
8 NorCal Dale Partners, LLC dba Johnny Carino’s and Famous Dave’s Bar-B-Que; Una Luna Giallo
9 LP dba Johnny Carino’s and Famous Dave’s Bar-B-Que; Una Luna Grigio, LP, dba Johnny Carino’s
10 and Famous Dave’s Bar-B-Que, on the other hand (collectively, the “**Parties**”), and is made in
11 compromise of disputed claims. The Parties agree that the above-entitled representative action shall
12 be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the
13 Court pursuant to Section 2699(s) of the California Private Attorneys’ General Act of 2004, Labor
14 Code §§ 2698, *et seq.* (“**PAGA**”).

15 **DEFINITIONS**

16 1. “**Action**” means and refers to the representative PAGA claim pending in Los Angeles
17 County Superior Court entitled *Berner v. Mira Loma JC, LLC dba Johnny Carino’s, et al.*, Case No.
18 23STCV30592.

19 2. “**Aggrieved Employees**” means all hourly non-exempt employees who worked at
20 any of the Johnny Carino’s restaurants in the State of California at any time during the PAGA Period.

21 3. “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation
22 and Agreement for PAGA Representative Action Settlement, which sets forth all material terms and
23 conditions of the Settlement between the Parties, and which is subject to Court approval pursuant to
24 Section 2699(s) of the California Private Attorneys’ General Act of 2004, Labor Code §§ 2698, *et*
25 *seq.*

26 4. “**Court**” means the California Superior Court, County of Los Angeles.

27 5. “**Defendants**” or “**Johnny Carino’s**” means Mira Loma JC, LLC dba Johnny
28 Carino’s; CIR Rancho, Inc. dba Johnny Carino’s; Arroyo Real Partners, LP dba Johnny Carino’s

1 and Famous Dave's Bar-B-Que; Centro 8 Partners, LP dba Johnny Carino's; NorCal Dale Partners,
2 LP dba Johnny Carino's and Famous Dave's Bar-B-Que; NorCal Dale Partners, LLC dba Johnny
3 Carino's and Famous Dave's Bar-B-Que; Una Luna Giallo LP dba Johnny Carino's and Famous
4 Dave's Bar-B-Que; Una Luna Grigio, LP, dba Johnny Carino's and Famous Dave's Bar-B-Que.

5 6. **"Effective Date"** means the latter of: (i) the 61st day after service of notice of entry
6 of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal,
7 review, or writ is sought from the Final Order and Judgment, the day after the Final Order and
8 Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and
9 Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon
10 all of the following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel,
11 and Defendants' counsel; and (b) the Court has entered the Final Order and Judgment.

12 7. **"Enhancement Awards"** means the amount the Court authorizes to be paid to each
13 of the Representative Plaintiffs in addition to their respective Individual PAGA Payments, in
14 recognition of their efforts and work in prosecution of the Action, up to \$5,000.00 each.

15 8. **"Final Order and Judgment"** means the order granting approval of the Settlement
16 and entering Judgment, in the form substantially similar to that attached to this Agreement as
17 Exhibit B.

18 9. **"Gross Settlement Amount"** means a maximum total of \$310,000.00, which
19 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
20 Settlement Administration Costs; the Enhancement Awards; and PAGA Counsel Attorneys' Fees
21 and Costs as awarded by the Court.

22 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
23 Development Agency ("LWDA") in an amount equal to 75% of the Net Settlement Amount.

24 11. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
25 Counsel's Attorneys' Fees and Costs; (2) the Enhancement Awards; and (3) Settlement
26 Administration Costs.

27 12. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
28 Settlement Amount, which shall be paid to the Aggrieved Employees in connection with the

1 settlement of the Action.

2 13. **“PAGA Counsel”** means Matthew J. Matern, Launa Adolph, and Ellie D. Goralnick
3 of Matern Law Group, PC.

4 14. **“PAGA Counsel Attorneys’ Fees and Costs”** means reasonable attorneys’ fees for
5 PAGA Counsel’s litigation and resolution of this Action (not to exceed 33.33% of the Gross
6 Settlement Amount), and PAGA Counsel’s expenses and costs reasonably incurred in connection
7 with this Action

8 15. **“PAGA Letters”** means the letter submitted to the LWDA by Berner dated August
9 30, 2023, the letter submitted to the LWDA by Moore dated December 12, 2023, the letter submitted
10 to the LWDA by Representative Plaintiffs dated October 23, 2025, and any subsequent letter
11 submitted to the LWDA on behalf of Representative Plaintiffs pursuant to Labor Code section
12 2699.3.

13 16. **“PAGA Period”** means October 10, 2022, through June 25, 2025.

14 17. **“Released Claims”** means all claims or causes of action for PAGA penalties that
15 were, or could have been, asserted against Defendants or any of the other Released Parties based on
16 the facts alleged in the PAGA Letters and/or the operative complaint in the Action, based on the
17 alleged violations of Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6,
18 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.6, 351, 432,
19 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
20 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, 6401, 6402, 6403, and all applicable IWC California
21 Wage Orders, California Code of Regulations Title 8, §§ 1527, 3366, 3457, and 8397.4, California
22 Civil Code § 1786 *et seq.*, 15 U.S.C. § 1681 *et seq.*, and California Business & Professions Code
23 sections 16600, 16700, and 17200, whether for civil penalties or attorneys’ fees and costs arising
24 out of the PAGA claims at issue, including for failure to pay all wages earned for all hours worked
25 at the correct rate including minimum, regular, straight time, and overtime wages; properly handle
26 tip pay; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay
27 in lieu thereof; timely pay wages upon separation; timely pay wages owed during employment; issue
28 accurate itemized wage statements; maintain proper records; produce requested employment

records; reimburse necessary business expenses; provide or report paid sick leave and/or supplemental paid sick leave; pay vested vacation time or PTO at termination; provide suitable seating; timely pay temporary workers with weekly wages; furnish and use safety devices and safeguards; provide adequate and accessible sanitation facilities; provide notice of material terms of employment; unlawful non-compete agreements; preventing employees from disclosing violations of state and federal law; requiring employees to waive rights under the labor code; conducting unlawful background checks; preventing employees from using or disclosing skills, knowledge, and experience; and making unlawful deductions.

18. **“Released Parties”** means Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies (including, but not limited to: Bluestone Hospitality, LLC, Bluestone Hospitality West, LLC, NorCal Dale Partners, LP, and NorCal Dale Partners, LLC) entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

19. **“Representative Plaintiffs”** means Plaintiffs Jady Berner, Ryan Moore, Amijean Davila, and Lizbeth Valdivia.

20. **“Settlement Administrator”** shall mean CPT Group, Inc., or another neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

21. On August 30, 2023, Plaintiff Jadyn Berner sent a PAGA Notice to the LWDA, with a copy to Mira Loma JC, LLC, Bluestone Hospitality West, LLC, and Bluestone Hospitality, LLC.

22. On December 14, 2023, Berner filed a Representative Action Complaint for Penalties for Violation of Labor Code section 2689 *et seq.* (“PAGA”) in this Action.

23. On December 12, 2023, Plaintiff Ryan Moore sent a PAGA Notice to the LWDA, with a copy to CIR Rancho, Inc. dba Johny Carino's, Bluestone Hospitality West, LLC, and Bluestone Hospitality, LLC.

24. On February 15, 2024, Berner filed a First Amended Complaint (“FAC”) adding Moore as a named plaintiff and CIR Rancho as a named defendant.

1 25. On February 26, 2025, the Parties participated in a mediation with Lisa Klerman, a
2 respected mediator of complex wage-and-hour actions, and thereafter, arrived at this Agreement.

3 26. On October 23, 2025, Plaintiffs sent an amended PAGA notice to the LWDA, with
4 a copy sent to Defendants.

5 27. The Parties have conducted a thorough investigation into the facts of the Action.
6 This included exchanging data and information, as well as documents relating to the underlying
7 alleged violations.

8 28. Representative Plaintiffs believe that the Settlement is fair, reasonable, and adequate.
9 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
10 compromise of Representative Plaintiffs' and the Aggrieved Employees' PAGA claim, and that it
11 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA claim
12 that the Representative Plaintiffs and the Aggrieved Employees have against Defendants or any
13 persons or companies affiliated with Defendants based on employment with Defendants.

14 29. The Parties enter into this Settlement Agreement on a conditional basis. In the event
15 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
16 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
17 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

18 30. Defendants deny that they engaged in any misconduct in connection with the wage-
19 and-hour practices associated with the Aggrieved Employees. Defendants further deny that they
20 have any liability of any kind associated with the claims alleged in the Action. Defendants contend
21 that they have complied with both federal and state wage-and-hour laws, and all other laws
22 regulating its relationship with the Aggrieved Employees, including the Representative Plaintiffs.

23 31. Defendants deny all of the claims in the Action, and do not waive, but rather
24 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
25 and factual grounds should this Settlement Agreement not become final. This Settlement
26 Agreement reflects a compromise reached to end litigation.

27 32. The Parties stipulate and agree to the following terms of this Settlement Agreement
28 with the intent that this Agreement finally disposes of the Action with prejudice as set forth in this

1 Agreement.

2 **TERMS AND CONDITIONS**

3 **33. Second Amended Complaint.**

4 No later than fourteen (14) days after the execution of this Agreement, the Parties shall file
5 a stipulation for leave to file a Second Amended Complaint ("SAC") in the Action which (i) adds
6 Davila and Valdivia as named plaintiffs, (ii) names Arroyo Real Partners, LP dba Johnny Carino's
7 and Famous Dave's Bar-B-Que; Centro 8 Partners, LP dba Johnny Carino's; NorCal Dale Partners,
8 LP dba Johnny Carino's and Famous Dave's Bar-B-Que; NorCal Dale Partners, LLC dba Johnny
9 Carino's and Famous Dave's Bar-B-Que; Una Luna Giallo LP dba Johnny Carino's and Famous
10 Dave's Bar-B-Que; Una Luna Grigio, LP, dba Johnny Carino's and Famous Dave's Bar-B-Que. as
11 defendants, and (iii) includes all claims set forth in Section 16 above.

12 **34. Settlement Payments And Calculation Of Claims.**

13 Subject to Court approval and the conditions specified in this Agreement, and in
14 consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree
15 to pay the Gross Settlement Amount of **\$310,000.00**. For the avoidance of doubt, except for the
16 employer taxes necessary to effectuate the settlement, Defendants shall not be required to pay any
17 amount over \$310,000.00 for this Settlement. The Gross Settlement Amount includes payments for
18 PAGA Counsel Attorneys' Fees and Costs, the LWDA Payment, the Aggrieved Employee Payment,
19 the Enhancement Awards, and Settlement Administration Costs. The following table summarizes
20 the allocation of the Gross Settlement Amount:

21 **Gross Settlement Amount of \$310,000.00 Is Broken Down As Follows:**

- 22
- PAGA Counsel Attorneys' Fees not to exceed **33.33% (or \$103,323.00)**.
 - PAGA Counsel's Costs not to exceed **\$35,000.00**.
 - Plaintiffs' Enhancement Awards not to exceed **\$20,000.00** (combined).
 - Settlement Administration Costs, not to exceed **\$8,250.00**.
 - Approximately **\$143,427.00** for the Net Settlement Amount:
 - 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately **\$35,865.75**).
 - 75% of the Net Settlement Amount for the LWDA Payment (approximately **\$107,570.25**).
- 23
24
25
26
27
28

1 35. **Apportionment Of Gross Settlement Amount.**

2 The Parties agree, subject to Court approval and the conditions specified in this Agreement,
3 that the Gross Settlement Amount shall be apportioned as follows:

4 a. **Settlement Administration Fees And Costs:** The fees and costs associated
5 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
6 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
7 Settlement Amount and are estimated to be up to **\$8,250.00**. The Parties agree to use CPT Group,
8 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
9 approved by the Court in the amount set forth above, and the order becomes final, then the non-
10 approved amount will be added to the Net Settlement Amount to be distributed based on the formula
11 set forth in Paragraph 37.d.

12 b. **PAGA Counsel Attorneys’ Fees And Costs:** The Parties agree that, subject
13 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
14 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys’ fees (**\$103,323.00**),
15 plus actual litigation costs, not to exceed **\$35,000.00**. Except as provided in this Paragraph 37.b,
16 each party will bear its own attorneys’ fees, costs, and expenses incurred in the prosecution, defense,
17 or settlement of the Action. To the extent attorneys’ fees and costs are not approved by the Court
18 in the amounts set forth above, and the order becomes final, then the non-approved amounts will be
19 added to the Net Settlement Amount to be distributed based on the formula set forth in Paragraph
20 37.d.

21 c. **Representative Plaintiffs’ Enhancement Awards.** The Parties agree that,
22 subject to the Court’s review and approval, Representative Plaintiffs will each receive an
23 enhancement award of **\$5,000.00** for their services in bringing the Action on behalf of the Aggrieved
24 Employees, which will be paid from the Gross Settlement Amount. To the extent the Enhancement
25 Awards are not approved by the Court in the amounts set forth above, and the order becomes final,
26 then the non-approved amount will be added to the Net Settlement Amount to be distributed based
27 on the formula set forth in Paragraph 37.d.

28 d. **Net Settlement Amount:** After deducting PAGA Counsel Attorneys’ Fees

1 and Costs, the Enhancement Awards, and the Settlement Administration Costs from the Gross
2 Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net
3 Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
4 Payment. The Net Settlement Amount of approximately \$107,570.25 shall be allocated 75% to the
5 LWDA Payment, which is estimated to total \$107,570.25 (\$143,427.00 x 0.75). The remaining 25%
6 of the Net Settlement Amount, estimated to total \$35,865.75 (\$143,427.00 x 0.25), shall be allocated
7 to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata*
8 basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA**
9 **Payment.**"

10 Example:

11 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
12 All Aggrieved Employees were actively employed a combined total of 11,207 pay periods during
13 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
14 follows:

- 15 ➤ 25 pay periods for Aggrieved Employee A ÷ 11,207 total pay periods for all Aggrieved
16 Employees = 0.223%.
- 17 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is
18 0.223% of the PAGA Aggrieved Employee Payment.¹

19 e. Taxes And Reporting: The Individual PAGA Payments will be treated as
20 non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on
21 IRS Form 1099. PAGA Counsel Attorneys' Fees and Costs will be reported by the Settlement
22 Administrator on IRS Form 1099.

23 36. **Release By Aggrieved Employees And The State Of California.**

24 Upon funding of the Gross Settlement Amount, Representative Plaintiffs, as representatives
25 for the State of California and the Aggrieved Employees, will forever completely release and
26 discharge the Released Parties of any and all Released Claims, as defined in Paragraph 17. The
27

28 ¹ The Individual PAGA Payment will be rounded to the nearest penny, with .005 rounded up.

1 release will not be effective until Defendants have made all payments due under the terms of this
2 Settlement Agreement.

3 37. **General Releases By Representative Plaintiffs.**

4 a. Terms Of Release. Upon funding of the Gross Settlement Amount, in
5 exchange for the consideration recited in this Settlement Agreement, including the Representative
6 Plaintiffs' Enhancement Awards, the Representative Plaintiffs, on behalf of themselves and on
7 behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and
8 assigns, do hereby and forever release, waive, acquit and discharge the Released Parties from all
9 claims (known or unknown) which they have, had or might otherwise have had against the Released
10 Parties, from the beginning of time to the date they sign this Agreement, regarding any aspect of
11 their employment including, but not limited to, the Released Claims, any common law or statutory
12 torts, any federal, state or governmental constitution, statute, regulation or ordinance, and any claim
13 for wages or any other compensation or benefit.

14 b. California Civil Code Section 1542. Upon funding of the Gross Settlement
15 Amount, and in exchange for consideration recited in this Settlement Agreement, the Representative
16 Plaintiffs will be deemed to have, and by operation of the Final Order and Judgment will have,
17 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and
18 benefits of section 1542 of the California Civil Code which provides as follows:

19 **“A general release does not extend to claims that the creditor or releasing party**
20 **does not know or suspect to exist in his or her favor at the time of executing the**
21 **release and that, if known by him or her, would have materially affected his or**
22 **her settlement with the debtor or released party.”**

23 c. No Other Actions. The Representative Plaintiffs are deemed by operation of
24 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
25 the Released Parties based upon any action, event, or occurrence prior to the date the Representative
26 Plaintiffs sign this Settlement Agreement.

27 38. **Request For Final Order And Judgment.**

28 a. PAGA Counsel will draft the motion for approval of this Agreement and will

1 submit the same to Defendants' counsel for review and comment at least 10 days prior to filing with
2 the Court.

3 b. Prior to the date PAGA Counsel files Representative Plaintiffs' motion for
4 approval of this Agreement, PAGA Counsel will also submit to the LWDA a copy of the Settlement
5 Agreement. Representative Plaintiffs' submission of the Settlement Agreement to the LWDA shall
6 comply with the notice requirement of PAGA.

7 39. **Settlement Funding.**

8 a. Within five (5) calendar days of the Effective Date, the Settlement
9 Administrator shall send Defendants' counsel electronic wiring instructions to fund the Gross
10 Settlement Amount.

11 b. Within fourteen (14) calendar days of the Effective Date, Defendants shall
12 deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement
13 Administrator.

14 c. Within twenty (20) calendar days after the funding of the Gross Settlement
15 Amount, the Settlement Administrator shall issue all payments required by this Agreement
16 (the "**Payment Date**").

17 40. **PAGA List.**

18 Within ten (10) calendar days after the Effective Date, Defendants will provide a list in
19 Excel, or a similar format, to the Settlement Administrator, which will identify all Aggrieved
20 Employees by name, social security number, number of Pay Periods as an Aggrieved Employee
21 during the PAGA Period, and last known home address and telephone number ("**PAGA List**").

22 41. **List Of Individual Settlement Amounts.**

23 Within seven (7) calendar days after the Settlement Administrator receives the PAGA List,
24 the Settlement Administrator will provide to PAGA Counsel and Defendants' counsel a Proceeds
25 List reflecting the Individual PAGA Payment for each Aggrieved Employee ("**Proceeds List**"). The
26 Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social
27 security numbers, or contact information.

1 42. **PAGA Payments To Aggrieved Employees.**

2 a. On the Payment Date, the Settlement Administrator will mail to each
3 Aggrieved Employee, via U.S. First Class mail, the following: (a) the PAGA Settlement Notice,
4 attached as Exhibit A to this Agreement, and (b) their Individual PAGA Payment (collectively, the
5 “**PAGA Packet**”).

6 b. Prior to mailing, the Settlement Administrator will update all addresses using
7 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
8 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
9 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
10 the Settlement Administrator will promptly conduct a “standard search,” sometimes called “Skip
11 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
12 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
13 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
14 Administrator, Defendants, nor PAGA Counsel shall be required to take further action.

15 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
16 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
17 check is not cashed within that period, the settlement payment check will be voided and a stop-
18 payment will be issued. Neither Defendants, Defendants’ counsel, Representative Plaintiffs, nor
19 PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
20 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
21 or failure to timely cash a settlement payment check within the 180-day period.

22 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
23 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
24 transmitted to Court Appointed Special Advocates (“CASA”) of Los Angeles as a *cy pres* recipient.

25 43. **Payments Of Enhancement Awards, PAGA Counsel Attorneys’ Fees And Costs,**
26 **And The LWDA Settlement Payment.**

27 a. On the Payment Date, the Settlement Administrator will pay from the Gross
28 Settlement Amount the Enhancement Awards as awarded by the Court. These payments will be

made by sending directly to Plaintiffs, checks payable to “Jadyn A. Berner,” “Ryan Moore,” “Amiejean Davila,” and “Lizbeth Valdivia” in the amounts of the Court-approved Enhancement Awards.

b. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount to PAGA Counsel its Court-approved PAGA Counsel Attorneys’ Fees and Costs.

c. On the Payment Date, the Settlement Administrator will pay the LWDA Payment from the Net Settlement Amount by issuing a check payable to “California Labor Workforce and Development Agency.”

44. **Deadlines.**

If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to “days” shall mean calendar days.

45. **Enforcement And Continuing Jurisdiction Of The Court.**

Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

46. **Mutual Full Cooperation.**

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking such other action as may be reasonably necessary or convenient to implement it.

47. **Non-Admission Of Liability.**

The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that Defendants have violated any federal, state, or

1 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
2 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
3 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
4 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
5 with it, shall be construed as an admission or concession by Defendants of any such violations or
6 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
7 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
8 evidence in any action or proceeding to establish any liability or admission on the part of Defendants
9 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
10 federal, state, local or other applicable law.

11 48. **Effective Date Of Defendants' Obligations Under This Agreement.**

12 Defendants' obligations under this Settlement Agreement will become final and effective
13 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
14 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
15 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
16 In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used
17 or construed by or against any Party as a determination, admission, or concession of any issue of
18 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
19 respective rights regarding the prosecution and defense of the Action, including all available
20 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
21 existed.

22 49. **Nullification.**

23 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
24 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
25 or declared or rendered void as to any material term as defined above, then (a) the Settlement
26 Agreement shall become null and void; (b) the Parties will revert to their respective positions
27 immediately prior to reaching the settlement; and (c) Defendants will be responsible for any
28 Settlement Administration Costs.

1 50. **Invalidation.**

2 Invalidation of any material term of this Settlement Agreement will invalidate this
3 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
4 provisions will remain in full force and effect.

5 51. **Confidentiality/No Publicity.**

6 Representative Plaintiffs and PAGA Counsel agree that the terms of this Settlement
7 Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading
8 to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be
9 discussed with or publicized or promoted to the media (including, without limitation, legal
10 periodicals and publications such as “Jury Verdicts,” disclosure of the Settlement Agreement on any
11 web site of Representative Plaintiffs’ counsel or any other website, or on any blogs, articles, or on
12 any social media platforms or channels), or the public at large, without the advance written consent
13 of Defendants. The Parties intend this Paragraph to prohibit Plaintiffs and their counsel from
14 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
15 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
16 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
17 foregoing, Representative Plaintiffs and their counsel (1) may tell the public in general only that
18 certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement
19 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (*e.g.*,
20 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
21 tax returns. In addition, PAGA Counsel may respond to questions received from and discuss any
22 aspect of this Agreement with Aggrieved Employees. Nothing shall prevent PAGA Counsel from
23 referring to the Action in court filings relating to the adequacy of counsel or for purposes of seeking
24 approval of other class or PAGA settlements.

25 52. **Entire Agreement.**

26 This Settlement Agreement constitutes the entire integrated agreement between the Parties
27 relating to the Action, and no oral representations, warranties, or inducements have been made to
28 any party concerning this Settlement Agreement other than the representations, warranties, and

1 covenants contained and memorialized in this Settlement Agreement.

2 53. **Authorization To Act.**

3 PAGA Counsel warrant and represent that they are authorized by the Representative
4 Plaintiffs, and counsel of record for Defendants warrant that they are authorized by Defendants, to
5 take all appropriate action required or permitted to be taken by such Parties pursuant to this
6 Settlement Agreement to effectuate its terms, and to execute any other documents required to
7 effectuate the terms of this Settlement Agreement, except for any documents, including but not
8 limited to this Settlement Agreement, that are required to be executed by the Parties.

9 54. **Modification Only In Writing.**

10 This Settlement Agreement may be amended or modified only by a written instrument signed
11 by all Parties or their successors in interest.

12 55. **Binding On Successors.**

13 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
14 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
15 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
16 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
17 affiliated entities.

18 56. **No Prior Assignments.**

19 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
20 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
21 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
22 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

23 57. **Governing Law.**

24 All terms of this Settlement Agreement will be governed by and interpreted according to the
25 laws of the State of California, without giving effect to conflicts of laws principles.

26 58. **Counterparts.**

27 This Settlement Agreement may be executed in one or more counterparts. All executed
28 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the

1 Parties will exchange among themselves any signed counterparts.

2 59. **Headings For Convenience Only.**

3 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
4 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

5 60. **Construction Of This Agreement.**

6 The Parties agree that the terms and conditions of this Settlement Agreement are the result
7 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
8 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
9 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
10 entire agreement between the Parties. Except as expressly provided in this Agreement, this
11 Settlement Agreement has not been executed in reliance upon any other oral or written
12 representations or terms and no such extrinsic oral or written representations or terms will modify,
13 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
14 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
15 Procedure section 1856(a), which provide that a written agreement is to be construed according to
16 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs
17 and Defendants had available to them the advice and assistance of independent counsel. As such,
18 neither Representative Plaintiffs nor Defendants may claim that any ambiguity in this Settlement
19 Agreement should be construed against the other.

20 61. **Corporate Signatories.**

21 Any person executing this Settlement Agreement or any related document on behalf of a
22 corporate signatory warrants and promises for the benefit of all Parties that such person has been
23 duly authorized by such corporation to execute this Settlement Agreement or any related document.

24 62. **Representation By Counsel.**

25 All of the Parties hereto acknowledge that they have been represented by counsel throughout
26 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
27 has been executed with the consent and advice of counsel.

28 63. **Attorneys' Fees And Costs.**

1 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
2 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
3 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
4 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
5 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

6 [SIGNATURE PAGE TO FOLLOW]
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO AGREED:

Dated: <u>Mar 27, 2026</u>	 <u>Jadyn Berner (Mar 27, 2026 20:42:25 PDT)</u> Representative Plaintiff Jadyn Berner
Dated: <u>Mar 27, 2026</u>	 <u>Ryan Moore (Mar 27, 2026 14:51:14 PDT)</u> Representative Plaintiff Ryan Moore
Dated: <u>Mar 27, 2026</u>	 <u>Amiejean Davila (Mar 27, 2026 14:33:22 PDT)</u> Representative Plaintiff Amiejean Davila
Dated: <u>Mar 27, 2026</u>	 <u>lizbeth valdivia (Mar 27, 2026 15:56:56 PDT)</u> Representative Plaintiff Lizbeth Valdivia
Dated: _____	MIRA LOMA JC, LLC By: _____ Name: _____ Title: _____
Dated: _____	CIR RANCHO, INC. By: _____ Name: _____ Title: _____
Dated: _____	ARROYO REAL PARTNERS, LP By: _____ Name: _____ Title: _____
Dated: _____	CENTRO 8 PARTNERS, LP By: _____ Name: _____ Title: _____
Dated: _____	NORCAL DALE PARTNERS, LP By: _____ Name: _____ Title: _____

1 **IT IS SO AGREED:**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

Representative Plaintiff Jaydyn Berner

Dated: _____

Representative Plaintiff Ryan Moore

Dated: _____

Representative Plaintiff Amiejean Davila

Dated: _____

Representative Plaintiff Lizbeth Valdivia

Dated: April 21, 2026

MIRA LOMA JC, LLC

Signed by: Allan Gantes
By: _____
Name: Allan Gantes
Title: _____

Dated: April 21, 2026

CIR RANCHO, INC.

Signed by: Allan Gantes
By: _____
Name: Allan Gantes
Title: Authorized Signatory

Dated: April 21, 2026

ARROYO REAL PARTNERS, LP

Signed by: Allan Gantes
By: _____
Name: Allan Gantes
Title: Authorized Signatory

Dated: April 21, 2026

CENTRO 8 PARTNERS, LP

Signed by: Allan Gantes
By: _____
Name: Allan Gantes
Title: Authorized Signatory

Dated: April 21, 2026

NORCAL DALE PARTNERS, LP

Signed by: Allan Gantes
By: _____
Name: Allan Gantes
Title: Authorized Signatory

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

NORCAL DALE PARTNERS, LLC

By: _____
Name: _____
Title: _____

Dated: _____

UNA LUNA GIALLO LP

By: _____
Name: _____
Title: _____

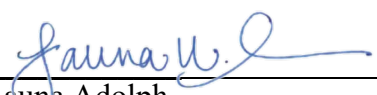
Dated: _____

UNA LUNA GRIGIO, LP

By: _____
Name: _____
Title: _____

Dated: 04/03/26

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

By:  _____
Launa Adolph
MATERN LAW GROUP, PC
Attorneys for Plaintiffs Jadyn Berner, Ryan Moore,
Amiejean Davila, and Lizbeth Valdivia

APPROVED AS TO FORM:

Dated: _____

By: _____
Maria Z. Stearns
RUTAN & TUCKER, LLP
Attorneys for DEFENDANTS Johnny Carino's,
Bluestone Hospitality, LLC, Bluestone Hospitality
West, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: April 21, 2026

NORCAI DALE PARTNERS, LLC

By: 
Name: Allan Gantes
Title: Authorized Signatory

Dated: April 21, 2026

UNA LUNA GIALLO LP

By: 
Name: Allan Gantes
Title: Authorized Signatory

Dated: April 21, 2026

UNA LUNA GRIGIO, LP

By: 
Name: Allan Gantes
Title: Authorized Signatory

Dated: _____

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

By: _____
Launa Adolph
MATERN LAW GROUP, PC
Attorneys for Plaintiffs Jadyn Berner, Ryan Moore,
Amiejean Davila, and Lizbeth Valdivia

APPROVED AS TO FORM:

Dated: April 21, 2026

By: 
Maria Z. Stearns
RUTAN & TUCKER, LLP
Attorneys for DEFENDANTS Johnny Carino's,
Bluestone Hospitality, LLC, Bluestone Hospitality
West, LLC

Exhibit A

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

JADYN BERNER and RYAN MOORE,
individually and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

MIRA LOMA JC, LLC dba JOHNNY
CARINO'S, a California limited liability
company; BLUESTONE HOSPITALITY, LLC,
a Delaware limited liability company;
BLUESTONE HOSPITALITY WEST, LLC, a
Delaware limited liability company; CIR
RANCHO, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. 23STCV30592

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

This is to notify you that you have been designated to receive a settlement award pursuant to the California Private Attorney General Act ("PAGA"), Labor Code § 2698, *et seq.*, in connection with your employment with Mira Loma JC, LLC dba Johnny Carino's, CIR Rancho, Inc. dba Johnny Carino's, Arroyo Real Partners, LP dba Johnny Carino's and Famous Dave's Bar-B-Que, Centro 8 Partners, LP dba Johnny Carino's, NorCal Dale Partners, LP dba Johnny Carino's and Famous Dave's Bar-B-Que, NorCal Dale Partners, LLC dba Johnny Carino's and Famous Dave's Bar-B-Que, Una Luna Giallo LP dba Johnny Carino's and Famous Dave's Bar-B-Que, and/or Una Luna Grigio, LP, dba Johnny Carino's and Famous Dave's Bar-B-Que ("Defendants"). This settlement award arises from a lawsuit filed by plaintiffs Jadyn Berner, Ryan Moore, Ami Jean Davila, and Lizbeth Valdivia ("Plaintiffs") against Defendants in Los Angeles Superior Court, entitled *Berner, et al. vs. Mira Loma JC, LLC, et al.*, Case No. 23STCV30592 (the "Action").

In the lawsuit, Plaintiffs allege that Defendants violated California labor laws by failing to pay all wages earned for all hours worked at the correct rate, failing to properly handle tip pay, failing to provide meal periods or additional pay in lieu thereof, failing to provide rest breaks or additional pay in lieu thereof, failing to timely pay wages upon separation, failing to timely pay wages owed during employment, failing to issue accurate itemized wage statements, failing to maintain proper records, failing to produce requested employment records, failing to reimburse necessary business expenses, failing to provide or report paid sick leave and/or supplemental paid sick leave, failing to pay vested vacation time or PTO at termination, failing to provide suitable seating, failing to timely pay temporary workers with weekly wages, failing to furnish and use safety devices and safeguards, failing to provide adequate and accessible sanitation facilities, failing to provide notice of material terms of employment, requiring unlawful non-compete agreements, preventing employees from disclosing violations of state and federal law, requiring employees to waive rights under the Labor Code, conducting unlawful background checks, preventing employees from using or disclosing skills, knowledge, and experience, and making unlawful deductions, and sought civil penalties under PAGA

on behalf of all persons employed by Defendants as non-exempt employees in California at any time between October 10, 2022, through June 25, 2025 (the “PAGA Period”). Defendants deny all of the allegations in the Action or that they violated any law and contend that at all times they have complied with the law. The Court has made no decision on the merits of the claims asserted in the Action.

Enclosed please find a check in the amount of \$ [REDACTED], which may be cashed until [180 days from date of mailing]. Funds attributable to any uncashed check will be sent after this date to Court Appointed Special Advocates (“CASA”) of Los Angeles as a *cy pres* recipient. The amount of your settlement check is based on the number of pay periods you worked for Defendants in California during the PAGA Period. The amount represents penalties and will be reported on an IRS Form 1099. If you have any questions regarding tax reporting or payment, you should contact a tax professional.

Under the terms of the Court-approved settlement, you have released Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies (including, but not limited to: Bluestone Hospitality, LLC, Bluestone Hospitality West, LLC, NorCal Dale Partners, LP, and NorCal Dale Partners, LLC) entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents (“Released Parties”) from all claims or causes of action for PAGA penalties that were, or could have been, asserted against Defendants or any of the other Released Parties based on the facts alleged in the PAGA Letters and/or the operative complaint in the Action, based on the alleged violations of Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.6, 351, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, 6401, 6402, 6403, and all applicable IWC California Wage Orders, California Code of Regulations Title 8, §§ 1527, 3366, 3457, and 8397.4, California Civil Code § 1786 *et seq.*, 15 U.S.C. § 1681 *et seq.*, and California Business & Professions Code sections 16600, 16700, and 17200, whether for civil penalties or attorneys’ fees and costs arising out of the PAGA claims at issue, including for failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, straight time, and overtime wages; properly handle tip pay; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain proper records; produce requested employment records; reimburse necessary business expenses; provide or report paid sick leave and/or supplemental paid sick leave; pay vested vacation time or PTO at termination; provide suitable seating; timely pay temporary workers with weekly wages; furnish and use safety devices and safeguards; provide adequate and accessible sanitation facilities; provide notice of material terms of employment; unlawful non-compete agreements; preventing employees from disclosing violations of state and federal law; requiring employees to waive rights under the labor code; conducting unlawful background checks; preventing employees from using or disclosing skills, knowledge, and experience; and making unlawful deductions.

If you have any questions regarding this award or the case, you may contact the Settlement Administrator:

Settlement Administrator

Address

Telephone Number

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit B

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
LAUNA ADOLPH (SBN 227743)
ELLIE D. GORALNICK (SBN 326276)
2101 E. El Segundo Blvd., Suite 403
El Segundo, CA 90245
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs JADYN BERNER,
RYAN MOORE, AMIJEAN DAVILA, and
LIZBETH VALDIVIA, individually and on
behalf of all other aggrieved employees

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

JADYN BERNER and RYAN MOORE,
individually and on behalf of all other
aggrieved employees,

Plaintiffs,

vs.

MIRA LOMA JC, LLC dba JOHNNY
CARINO'S, a California limited liability
company; BLUESTONE HOSPITALITY,
LLC, a Delaware limited liability company;
BLUESTONE HOSPITALITY WEST, LLC,
a Delaware limited liability company; CIR
RANCHO, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. CIVDS1932323

[Assigned for all purposes to the Honorable
Teresa A. Beaudet, Dept. 50]

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Complaint Filed: December 14, 2023
Trial Date: Vacated

1 Plaintiffs Jadyn Berner, Ryan Moore, Amiejean Davila, and Lizbeth Valdivia's
2 ("Plaintiffs") Motion for Approval of PAGA Settlement came on regularly for hearing on
3 [REDACTED], 2026, the Honorable Teresa A. Beaudet presiding. Having reviewed Plaintiffs'
4 motion, the Declarations of Dalia Khalili, [settlement administrator], Jadyn Berner, Ryan Moore,
5 Amiejean Davila, and Lizbeth Valdivia, and the exhibits thereto, including the Stipulation and
6 Agreement for PAGA Representative Action Settlement ("Agreement"), and good cause
7 appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

9 1. The Court hereby grants Plaintiffs' Motion for Approval of PAGA Settlement.
10 For purposes of this Final Order and Judgement ("Order"), the Court adopts all defined terms as
11 set forth in the Agreement. A copy of the Agreement is attached as Exhibit [REDACTED] to the Declaration
12 of Dalia Khalili in Support of Plaintiffs' Motion for Approval of PAGA Settlement and is made
13 part of this Order.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
15 Aggrieved Employees, and Defendants. The Aggrieved Employees consist of all hourly non-
16 exempt employees who worked at any of the Johnny Carino's restaurants in the State of
17 California at any time from October 10, 2022, through June 25, 2025 (the "PAGA Period").

18 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
19 Labor Code section 2698, *et seq.*, the Court approves the Agreement and finds that it is fair and
20 reasonable and provides genuine and meaningful relief consistent with the underlying purpose of
21 PAGA to benefit the public.

22 4. The Court finds that notice of the Agreement was provided to the Labor &
23 Workforce Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2).

24 5. Upon full payment of the Gross Settlement Amount, all Aggrieved Employees
25 shall be deemed to have released the Released Parties of all claims or causes of action for PAGA
26 penalties that were, or could have been, asserted against Defendants or any of the other Released
27 Parties based on the facts alleged in the PAGA Letters and/or the operative complaint in the
28 Action, based on the alleged violations of Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210,

213, 216, 218.5, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.6, 351, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5, 6401, 6402, 6403, and all applicable IWC California Wage Orders, California Code of Regulations Title 8, §§ 1527, 3366, 3457, and 8397.4, California Civil Code § 1786 *et seq.*, 15 U.S.C. § 1681 *et seq.*, and California Business & Professions Code sections 16600, 16700, and 17200, whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims at issue, including for failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, straight time, and overtime wages; properly handle tip pay; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain proper records; produce requested employment records; reimburse necessary business expenses; provide or report paid sick leave and/or supplemental paid sick leave; pay vested vacation time or PTO at termination; provide suitable seating; timely pay temporary workers with weekly wages; furnish and use safety devices and safeguards; provide adequate and accessible sanitation facilities; provide notice of material terms of employment; unlawful non-compete agreements; preventing employees from disclosing violations of state and federal law; requiring employees to waive rights under the labor code; conducting unlawful background checks; preventing employees from using or disclosing skills, knowledge, and experience; and making unlawful deductions.

6. The Court entered judgment in favor of Plaintiffs and against Defendants in the amount of \$310,000.00.

7. The Court finds the Gross Settlement Amount, as well as the methodology used to calculate and pay the Individual PAGA Payments, is fair and reasonable. The Court authorizes the Settlement Administrator to distribute the Gross Settlement Amount in accordance with the terms of the Agreement.

8. From the Gross Settlement Amount, PAGA Counsel is awarded \$103,323.00, which represents 33.33% of the Gross Settlement Amount, for their reasonable attorneys' fees

1 and \$ [REDACTED] for their actual costs incurred in the Action. The Court finds that the requested
2 attorneys' fees are reasonable under both the common fund method and the lodestar method. The
3 number of hours PAGA Counsel spent prosecuting this Action is reasonable, and PAGA
4 Counsel's hourly rates are reasonable and in line with rates prevailing in the community.

5 9. The Court approves Settlement Administration Costs in the amount of \$ [REDACTED],
6 to be paid from the Gross Settlement Amount.

7 10. The Court approves the Notice to be sent to the Aggrieved Employees
8 accompanying their respective PAGA Aggrieved Employee Payment substantially in the form
9 attached as Exhibit A to the Agreement.

10 11. This Judgment is intended to be a final disposition of the Action and is intended to
11 be immediately appealable.

12 12. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain
13 jurisdiction with respect to the interpretation, implementation, and enforcement of the Agreement
14 and all order and judgment entered in connection therewith.

15 13. Final judgment is hereby entered.

16
17 DATED: _____

HON. TERESA A. BEAUDET
JUDGE OF THE SUPERIOR COURT