

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
ANDREA MARTINEZ and JUANA MARIA RAMIREZ ANGELES

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
ANDREA MARTINEZ and JUANA MARIA RAMIREZ ANGELES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

NOEMI VILLAGOMEZ and ANDREA
MARTINEZ, as individuals and on behalf of
all others similarly situated,

Plaintiff,

vs.

MARCOS & JAVIERS, LLC, a California
limited liability company dba JAVIER'S
CANTINA & GRILL; JAVIER'S-UTC, LLC,
a Nevada limited liability company; and
DOES 1 through 100,

Defendants.

Case No. 30-2020-01131297-CU-OE-CXC

*[Assigned for all purposes to the Hon. David A.
Hoffer, Dept. CX103]*

**PLAINTIFFS' SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 26, 2026
Time: 1:30 p.m.
Dept.: CX103

Complaint filed: February 13, 2020
FAC filed: May 26, 2020
SAC filed: December 15, 2023

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiffs Andrea Martinez and Juana Maria Ramirez Angeles (collectively, “Plaintiffs”),
3 individually and on behalf of a class of similarly situated individuals, hereby submits this Supplemental
4 Brief in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the
5 “Motion”).

6 **I. PROCEDURAL HISTORY**

7 Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement on March 30,
8 2026, setting it for hearing on June 22, 2026.

9 On June 22, 2025, the Court issued a Minute Order detailing the issues that need to be addressed
10 in subsequent briefing. Consistent therewith, Plaintiff hereby submits the instant supplemental brief
11 (and accompanying declaration) to address the issues identified by the Court. Each of the issues are
12 addressed in the same order as they were identified by the Court in its Minute Order.

13 In connection with addressing the issues identified by the Court, the Parties have executed a First
14 Amendment to Class Action and PAGA Settlement Agreement and have modified the Court Approved
15 Notice of Class Action Settlement and Hearing Date for Final Court Approval. The following
16 documents are being submitted concurrently herewith as Exhibits to the Supplemental Declaration of
17 Scott M. Lidman (“Supp. Lidman Decl.”), as follows:

18 Attached as **Exhibit A** to the Supp. Lidman Decl. is the First Amendment to Class and PAGA
19 Action Settlement, executed by the Parties.

20 Attached as **Exhibit B** to the Supp. Lidman Decl. is the redlined version of the revised Court
21 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.

22 Attached as **Exhibit C** to the Supp. Lidman Decl. is the final version of the revised Court
23 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval with the
24 changes accepted.

25 **II. ISSUES IDENTIFIED IN THE COURT’S June 22nd MINUTE ORDER**

26 **A. Request for Attorneys’ Fees**

27 In the Minute Order, the Court stated that it is “inclined to grant approval of an attorneys’ fees
28 request of only 30 percent of the gross settlement amount, which the court finds fair, adequate and
reasonable for the settlement of this size. The parties may either reduce the attorneys’ fees request by

1 amendment to the settlement agreement and the class notice, or Plaintiffs must provide documentation
2 and support for any request higher than this percentage at the final approval stage.”

3 Plaintiffs elect to provide documentation and support for the attorneys’ fees request of 1/3 of the
4 Gross Settlement Amount at the final approval stage. Supp. Lidman Decl., ¶ 5.

5 **B. Attorney Fees Split**

6 In the Minute Order, the Court stated “Plaintiffs do not provide any information as to how
7 attorneys’ fees will be split between the two firms representing plaintiffs. Plaintiff must disclose the
8 proposed split so that the court can approve separate attorneys’ fees awards.”

9 The attorneys fee split is as follows: 31.0% to Lidman Law, APC, 46.5% to Haines Law Group,
10 APC, and 22.5% to referring firm. Supp. Lidman Decl., ¶ 6.

11 **C. The Escalator Clause and Defendant’s Election**

12 In the Minute Order, the Court asks the Parties to address the escalator clause and Defendant’s
13 election options. The Court stated: “The Class and PAGA Periods are defined as ending on the date the
14 court grants preliminary approval of this settlement. However, the escalator clause in Paragraph 4(F) of
15 the settlement agreement provides for the option to either increase the settlement amount or change the
16 Class and PAGA Periods such that some of the class members and aggrieved employees might no longer
17 be included in the settlement. This court, however, will not approve a settlement that results in class
18 members and aggrieved employees being told they are in the settlement but later being told they are not
19 included in the settlement. Thus, defendants will have to either rely on or take another look at its
20 estimated number of class members and aggrieved employees or select the increased payment option. If
21 the parties want to preserve the option calling for a reduction of the Class and PAGA Periods, rather
22 than just an increase in the settlement amount, they must determine if the escalator clause applies before
23 sending out the class notice and have the class notice include the adjusted end date and not be sent to
24 non-participants.”

25 The Parties have amended the escalator clause to ensure that Defendants’ election, if the escalator
26 clause is triggered, is done prior to any mailing. Indeed, the Parties have revised the escalator clause to
27 state the following:

28 Defendants represent that there are approximately 1,183 Class Members
who worked approximately 132,946 workweeks between February 13,

2016 and August 11, 2025, the date of the Parties' mediation. If the actual number of workweeks during the Class Period is more than 10% greater than this figure (i.e., there are more than 146,241 Workweeks worked by the Class Members), Defendants will either, at their option: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 11%); or (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 146,241 Workweeks worked by the Class Members.

Within ten (10) business days of the Settlement Administrator's receipt of the Class Data, the Settlement Administrator shall notify Defendants' counsel and Class Counsel if the Escalator Clause is triggered. In the event the Escalator Clause is triggered, Defendants shall notify Class Counsel of their election to increase the Gross Settlement Amount or shorten the relevant release periods, as set forth in Section 4(F. above, within seven (7) business days of notification that the Escalator Clause is triggered. Defendants shall make their election prior to any mailing of the Class Notices to Settlement Class Members. If Defendants elect to shorten the Class Period, PAGA Period and release periods, then the adjusted end date will be included in the Class Notice prior to the mailing. Thus, Settlement Class Members and Aggrieved Employees will not be told they are included in the settlement and later told they are not included in the settlement.

As such, Class Members and Aggrieved Employees will not be told they are included in the settlement and later told they are not included in the settlement.

D. Class Notice

In the Minute Order, the Court ordered the following corrections be made to the class notice:

1. On Page 2 of the class notice, the parenthetical "(Defendants" is used herein

as a placeholder)” should be amended to state: “(collectively, “Defendants”).”

2. On Page 3 of the notice, the phrase “Court Approved Deductions from Gross Settlement,” should be amended to state “Deductions from Gross Settlement Subject to Approval by the Court” since the court has not granted final approval of these deductions.

3. On Page 5 of the class notice, the definition of “Released Parties” must match the definition in Paragraph 3 of the settlement agreement.

Plaintiffs have made the following revisions to the class notice:

1. On Page 2 of the class notice, the parenthetical now reads “(collectively, “Defendants”).”

2. On Page 3 of the notice, it has been amended to state “Deductions from Gross Settlement Subject to Approval by the Court.”

3. On Page 5 of the class notice, the definition of “Released Parties” now reads as follows (and matches the settlement agreement): Defendants, their past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys.

Supp. Lidman Decl., ¶ 8.

III. CONCLUSION

For the foregoing reasons and the reasons discussed in Plaintiffs’ Motion, Plaintiff respectfully requests that the Court preliminarily approve the proposed First Amendment to Class Action and PAGA Settlement Agreement, provisionally certify the Settlement Class, and enter the Amended Proposed Order Granting Preliminary Approval of Class Action Settlement submitted concurrently herewith.

Dated: August 19, 2026

Respectfully submitted,

LIDMAN LAW, APC

By:



Scott M. Lidman
Attorneys for Plaintiffs