

PLAINTIFF/PETITIONER: Bryan Diaz
 DEFENDANT/RESPONDENT: Tawa Retail Group, Inc., et al.

CASE NUMBER:
 24TRCV00332 / Dept. M

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 18, 2025

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



Deven Launchbaugh

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
Melissa LeBlanc-Mansell (SBN 283080)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
04/15/2025
David W. Stoyke, Executive Officer / Clerk of Court
By: J. Ahn Deputy

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

BRYAN DIAZ, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

TAWA RETAIL GROUP, INC., a California
corporation; TAWA SERVICES, INC., a
California corporation; TAWA
SUPERMARKET, INC., a California corporation;
TAWA INC. (RETAIL), a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24TRCV00332

Honorable Gary Y. Tanaka
Department M

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 770059785051
Date: April 15, 2025
Time: 8:30 a.m.
Department: M

Complaint Filed: January 31, 2024
Trial Date: None Set

**~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

This matter has come before the Honorable Gary Y. Tanaka in Department M of the Superior Court of the State of California, for the County of Los Angeles, on April 15, 2025 at 8:30 a.m., on Plaintiff Bryan Diaz’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff and Fisher Phillips LLP appeared for Defendant Tawa Retail Group, Inc. (“Defendant”).

On or around January 23, 2025, Plaintiff and Defendant (together, the “Parties”) executed the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or “Agreement”).

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff’s Counsel Melissa LeBlanc-Mansell and Plaintiff Bryan Diaz, and (3) the Settlement Agreement.

Having duly considered the Parties’ papers and oral argument, and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.
2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

///

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the “PAGA Action”).

6. The Settlement pertains to the following aggrieved employees:

All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employee(s)”).

7. The “PAGA Period” is the period from November 27, 2022 to September 16, 2024.

8. The Court finds that the Parties reached the Settlement as a result of arm’s-length negotiations.

9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (\$550,000.00) less the approved Attorneys’ Fees and Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of \$192,500.00 to Plaintiff’s Counsel for attorneys’ fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the payment of \$15,142.75 to Plaintiff’s Counsel for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment in the amount of \$10,000.00 to Plaintiff Bryan Diaz for his

General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Court approves payment up to the amount of up to \$10,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

15. The Court dismisses Tawa Services, Inc., Tawa Supermarket, Inc., and Tawa Inc. (Retail) without prejudice from the PAGA Action.

16. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

17. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual Settlement Share(s)”).

18. No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees’ List, in accordance with this Order and Judgment and the Settlement Agreement.

19. No later than thirty (30) calendar days after (1) the date of this Order and Judgment; and (2) the Court’s dismissal of the Class Action and putative class claim without prejudice and dismissal of Tawa Services, Inc., Tawa Supermarket, Inc., and Tawa Inc. (Retail), Defendant shall deposit \$550,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

20. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees’ List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), and the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise

by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

21. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

22. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

23. "Released Parties" means Defendant Tawa Retail Group, Inc., including Defendant Tawa Retail Group, Inc.'s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

24. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to provide requisite notice(s) and information regarding material terms of employment at the time of hiring and during employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

25. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).



Gary Y. Tanaka

Date: 04/15/2025

Gary Y. Tanaka / Judge

Honorable Gary Y. Tanaka
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Bryan Diaz v. Tawa Retail Group, Inc., et al.*, Los Angeles Superior Court Case No. 24TRCV00332

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Bryan Diaz v. Tawa Retail Group, Inc., et al.*, Los Angeles Superior Court Case No. 24TRCV00332 (“Action”).

The lawsuit was filed on January 31, 2024 by Bryan Diaz (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on November 27, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-996244-23 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Tawa Retail Group, Inc. (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period November 27, 2022 to September 16, 2024 (“Aggrieved Employees”). The period November 27, 2022 to September 16, 2024 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the Court’s entry of the order approving the Settlement Agreement in the PAGA Action on <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount by Defendant on <<date of full funding>>, Plaintiff and the State of California with respect to you and other Aggrieved Employees, were deemed to have knowingly and voluntarily released and forever discharged Defendant and the Released Parties, to the full extent permitted by law, of and from, the PAGA Action any and all Released Claims.

“Released Parties” means Defendant Tawa Retail Group, Inc., including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint in the PAGA Action, including but not limited to, the allegations regarding failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage

Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]**.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

24TRCV00332

**BRYAN DIAZ vs TAWA RETAIL GROUP, INC., A
CALIFORNIA CORPORATION, et al.**

April 15, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka
Judicial Assistant: J. Ahn
Courtroom Assistant: M. Fondon

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Melissa A. Leblanc (Telephonic)

For Defendant(s): Boris Sorsher (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion - Other MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS; Order to Show Cause Re: Dismissal (Settlement)

Matters are called for hearing.

The above captioned motion is held.

Counsel submit on the Court's tentative ruling.

The Court's tentative ruling is adopted as follows:

1. Bryan Diaz's Motion for Approval of PAGA Settlement

Bryan Diaz's Motion for Approval of PAGA Settlement is granted.

Background

Plaintiff filed his Complaint on January 31, 2024. Plaintiff alleges the following facts. Plaintiff is a former employee of Defendant. Plaintiff filed the instant Private Attorney General Act of 2004 ("PAGA") action on behalf of all current and former California-based hourly-paid or non-exempt employees of Defendant within the State of California.

The parties entered into a joint stipulation and settlement agreement for the sum of \$550,000.00.

Motion for Approval of PAGA Settlement

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

24TRCV00332

**BRYAN DIAZ vs TAWA RETAIL GROUP, INC., A
CALIFORNIA CORPORATION, et al.**

April 15, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka
Judicial Assistant: J. Ahn
Courtroom Assistant: M. Fondon

CSR: None
ERM: None
Deputy Sheriff: None

Labor Code §2699 states, in relevant part:

“(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3. . . .

(g) Except as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. . . .

(i) Except as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.

(l) . . . (2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court. (3) A copy of the superior court’s judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order.”

Labor Code §2699.3 states:

“A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met:

(1)(A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.

(B) A notice filed with the Labor and Workforce Development Agency pursuant to subparagraph (A) and any employer response to that notice shall be accompanied by a filing fee of seventy-five

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

24TRCV00332

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April 15, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka
Judicial Assistant: J. Ahn
Courtroom Assistant: M. Fondon

CSR: None
ERM: None
Deputy Sheriff: None

dollars (\$75). The fees required by this subparagraph are subject to waiver in accordance with the requirements of Sections 68632 and 68633 of the Government Code.

(C) The fees paid pursuant to subparagraph (B) shall be paid into the Labor and Workforce Development Fund and used for the purposes specified in subdivision (j) of Section 2699.

(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

(B) If the agency intends to investigate the alleged violation, it shall notify the employer and the aggrieved employee or representative by certified mail of its decision within 33 calendar days of the postmark date of the notice received pursuant to paragraph (1). Within 120 calendar days of that decision, the agency may investigate the alleged violation and issue any appropriate citation. If the agency, during the course of its investigation, determines that additional time is necessary to complete the investigation, it may extend the time by not more than 60 additional calendar days and shall issue a notice of the extension. If the agency determines that no citation will be issued, it shall notify the employer and aggrieved employee of that decision within five business days thereof by certified mail. Upon receipt of that notice or if no citation is issued by the agency within the time limits prescribed by subparagraph (A) and this subparagraph or if the agency fails to provide timely or any notification, the aggrieved employee may commence a civil action pursuant to Section 2699.

(C) Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.

(D) The time limits prescribed by this paragraph shall only apply if the notice required by paragraph (1) is filed with the agency on or after July 1, 2016. For notices submitted prior to July 1, 2016, the time limits in effect on the postmark date of the notice shall apply. . . .”

Plaintiff moves for an order for approval of a settlement pursuant to PAGA on behalf of any person who was employed by Defendant as an hourly-paid or non-exempt employee from November 27, 2022 through September 16, 2024. The parties agreed to settle the action, subject to the Court’s approval, for the gross amount of \$550,000.00. (Decl., Melissa LeBlanc-Mansell, ¶ 15.)

Declarant has succinctly broken down the distributions as follows: “The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

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April 15, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka
Judicial Assistant: J. Ahn
Courtroom Assistant: M. Fondon

CSR: None
ERM: None
Deputy Sheriff: None

following amounts: (1) Attorneys' Fees and Costs in the amount of up to 35% (\$192,500.00 if the Total Settlement Amount remains \$550,000.00) for attorneys' fees and up to \$20,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of up to \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$10,000.00 to the PAGA Settlement Administrator for costs and expenses of administration of Settlement. Plaintiff's counsel seeks an award of reimbursement of litigation costs and expenses in the amount of only \$15,142.75, and the amount of up to only \$6,000.00 is sought for payment to Simpluris, Inc. for the costs and expenses of administration of Settlement based on the quote provided by Simpluris, Inc. ("Settlement Administration Costs"). As such, assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$326,357.25. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$244,767.94 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be \$81,589.31 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a pro rata basis, based on their number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$6,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court." (Id.)

The Court finds that Plaintiffs have complied with the pre-filing requirements and that the settlement amount and distributions are reasonable. The Court determines that the amount of requested attorneys' fees and costs are reasonable and also approves the requested attorneys' fees and costs.

Therefore, Plaintiff Bryan Diaz's Motion for Approval of PAGA Settlement is granted.

Plaintiff is ordered to give notice of the ruling.

The PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS...; filed by Bryan Diaz on 02/28/2025

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Southwest District, Torrance Courthouse, Department M

24TRCV00332

**BRYAN DIAZ vs TAWA RETAIL GROUP, INC., A
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April 15, 2025

8:30 AM

Judge: Honorable Gary Y. Tanaka

Judicial Assistant: J. Ahn

Courtroom Assistant: M. Fondon

CSR: None

ERM: None

Deputy Sheriff: None

is Granted.

Court and counsel confer regarding the status of the case.

An Order and Judgment Granting Approval of Private Attorneys General Act (CAL. LABOR CODE § 2698, ET SEQ.) Settlement Agreement And Award of Attorneys' Fees and Costs, General Release Fee, And Settlement Administration is signed and filed.

Plaintiff to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, 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 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On April 18, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Boris Sorsher (bsorsher@fisherphillips.com)

Victor T. Xu (vxu@fisherphillips.com)

Lauren Roseman (roseman@fisherphillips.com)

FISHER & PHILLIPS LLP

2050 Main Street, Suite 1000

Irvine, California 92614

Attorneys for Defendants TAWA RETAIL GROUP, INC.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 18, 2025, at Glendale, California.



Deven Launchbaugh