John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
william.pao@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

STEVEN ERICSON and CHRISTOPHER LOPEZ, individually, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

TGH EMPLOYEES LLC, a Nevada limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00001694-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

ASSIGNED FOR ALL PURPOSES TO:
Hon. Judy Bae, Dept. C-62

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

PAGA APPROVAL HEARING
DATE: March 30, 2027
TIME: 9:10 a.m.
DEPT.: C-62

Complaint Filed: January 11, 2024

The Court, having considered Plaintiff Steven Ericson's ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as **Exhibit 2** to the Declaration of John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of themself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant TGH Employees LLC ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Alleged Aggrieved Employees means all non-exempt hourly paid individuals who were employed by TGH at the LAVO Ristorante in San Diego, California and who worked one or more shifts during the PAGA Period from November 7, 2022 through March 29, 2024.

4. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the

Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Maximum Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $117,500.00.

7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of one third (1/3) of the Maximum Settlement Amount, currently estimated to be $39,166.66. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $18,400.71. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Maximum Settlement Amount.

8. The Court awards a PAGA Representative Service Payment to Plaintiff Steven Ericson for his services in the amount of $10,000.00. Plaintiff submitted a declaration detailing the ways in which he assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator. The Court concludes that the Administration Expenses Payment in the amount of $5,000.00 is reasonable and necessary to administer the Settlement and shall be paid from the Maximum Settlement Amount.

10. The Net Settlement Amount of $47,138.06 shall be allocated as follows: 65% of the PAGA Penalties ($29,206.21) will be paid to the LWDA, and the remaining 35% ($15,726.42) will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

12. Effective upon entry of Judgment, the Court's Order granting Approval of this Settlement, and on the date when Defendant fully funds the entire Maximum Settlement Amount, Plaintiff Ericson, Alleged Aggrieved Employees, LWDA and PAGA Counsel will

release claims against all Released Parties as follows:

a. Plaintiff's Release: Upon receipt of the settlement sums described in Section 3 above, Ericson, individually and on behalf of Ericson's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges the Released Parties, to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Ericson has or may have against the Released Parties including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Workers Adjustment and Retraining Notification Act; The Occupational Safety and Health Act; The Sarbanes-Oxley Act of 2002; The Fair Credit Reporting Act; The Family and Medical Leave Act; The Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008; California Family Rights Act – Cal. Gov't Code § 12945.2; California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.; California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.; Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.; California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.; California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.; California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder; The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq. California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.; Those provisions of the California Labor Code that lawfully may be released; Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance; Any public policy, contract, tort or common law; or Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

b. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: To effect a full

and complete general release as described above, the Parties expressly waive and relinquish all rights and benefits of § 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of the Released Parties, Ericson expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Ericson does not know or suspect to exist in Ericson's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Ericson warrants Ericson has read this Settlement Agreement, including this waiver of Civil Code § 1542, and that Ericson has consulted with or had the opportunity to consult with counsel of Ericson's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Ericson understands this Settlement Agreement and the § 1542 waiver, and so Ericson freely and knowingly enters into this Settlement Agreement. Ericson further acknowledges that Ericson later may discover facts different from or in addition to those Ericson now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Ericson agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Ericson expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Ericson relating thereto.

c. Release by Alleged Aggrieved Employees: For the duration of the PAGA Period, all Alleged Aggrieved Employees, including Plaintiff Ericson, and, to the fullest extent

permitted by law, the State of California and the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA Released Claims and agree they are no longer eligible to assert any alleged "aggrieved" status during the PAGA Period. Alleged Aggrieved Employees shall have no right to object or opt out to the PAGA Released Claims or any portion of the Settlement pertaining to the PAGA Released Claims.

d. Release by PAGA Counsel: Plaintiffs' Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for Plaintiffs' Counsel's attorneys' fees and costs incurred in connection with the PAGA Action and the PAGA Period facts stated in the PAGA Action and the PAGA Notice.

13. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2026 (suggested 14 days prior to compliance

hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed _____) at _____ a.m./p.m.

16. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. JUDY BAE
JUDGE OF THE SUPERIOR COURT