

FILED

KERN COUNTY SUPERIOR COURT

05/08/2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

LINDA MCCREARY and WILLIE BROWN,
as aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of
the State of California and other aggrieved
employees,

Plaintiffs,

vs.

TACO BELL CORP., a California corporation;
TACO BELL OF AMERICA, LLC, a Delaware
limited liability company; TB CANTINA LLC,
a Delaware limited liability company; YUM!
BRANDS, INC., a Kentucky corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-24-100539

Assigned to the Hon. Bernard C. Barmann, Jr.

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: May 8, 2025
Time: 8:30 a.m.
Place: Division H

Complaint Filed: February 16, 2024
Trial Date: None Set

1 The Court has received and considered the application of Plaintiffs Linda McCreary and Marcos
2 Gonzalez as aggrieved employees, and as private attorneys general under the Labor Code Private
3 Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ Private
4 Attorneys General Act Settlement Agreement (“Settlement”). **GOOD CAUSE** having been shown, the
5 Court hereby approves the Settlement.

6 1. This Order hereby adopts and incorporates by reference the terms and conditions of the
7 Settlement. The Court finds that it has jurisdiction over the subject matter of the action and over all
8 Parties to the action, including all Aggrieved Employees.

9 2. The Court has considered all relevant factors for determining the fairness of the
10 Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In
11 particular, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Plaintiffs; that the Settlement is the result of serious, informed, adversarial,
13 and arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respects
14 fair, adequate, and reasonable.

15 3. In so finding, the Court has considered all evidence presented, including evidence
16 regarding the strength of Plaintiffs’ PAGA claims; the risk, expense, and complexity of the claims
17 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
18 investigation and discovery completed; and the experience and views of counsel. The Parties have
19 provided the Court with sufficient information about the nature and magnitude of the claims being
20 settled, as well as the impediments to recovery, to make an independent assessment of the
21 reasonableness of the terms to which the Parties have agreed.

22 4. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair,
23 reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and
24 provisions of the Settlement.

25 5. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
26 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
27 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
28 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,

concession, or liability whatsoever by or against Defendant.

6. The Court approves the gross settlement amount of \$1,000,000. After deducting the approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the net settlement amount of \$621,310.62 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$465,982.97, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately \$155,327.65, shall be paid to Aggrieved Employees on a pro rata basis.

7. The Court hereby awards \$333,333 in attorneys' fees and \$14,606.38 costs to Plaintiffs' Counsel. The award of attorneys' fees and costs will be divided as follows: (a) \$233,333.02 in attorneys' fees and \$12,840.03 in litigation costs to Capstone Law APC; (b) \$49,999.99 in attorneys' fees and \$29.55 in litigation costs to Cohelan Khoury & Singer; (c) \$49,999.99 in attorneys' fees and \$1,736.80 in litigation costs to D.Law, Inc.

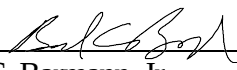
8. The Court approves Service Awards of \$10,000, each, to Linda McCreary and Marcos Gonzalez.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of \$10,750.

10. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Released Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding). Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date May 8, 2025


Hon. Bernard C. Barmann, Jr.
Kern County Superior Court Judge

Signed: 5/8/2025 08:50 AM