

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
RYAN T. CHUMAN, SBN 300695
ryanc@protectionlawgroup.com
ARNEL O. TAN, SBN 272428
arnel@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff,
DANIEL GUADALUPE SALAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

DANIEL GUADALUPE SALAS, individually
and on behalf of others similarly situated, and
as an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PRESTO PASTA VALENCIA, INC., a
California corporation; PRESTO PASTA SB,
INC., a California corporation; PRESTO
PASTA SIMI VALLEY, INC., a California
corporation; PRESTO PASTA GRANADA
HILLS; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV30015

*[Assigned for all purposes to: Hon. Timothy
Patrick Dillon, Dept. 15]*

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION FOR
ORDER APPROVING CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
ENTERING JUDGEMENT**

Hearing Date: November 13, 2025
Hearing Time: 9:00 a.m.
Department: SS15

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 13, 2025, at 9:00 a.m., the Honorable
3 Timonthy Patrick Dillon, in Department 15 of the above-entitled Court, located at 312 N Spring
4 St, Los Angeles, CA 90012, executed the Order Granting Plaintiff's Motion for Order Approving
5 California Labor Code Private Attorneys General Act Settlement and Entering Judgement, and
6 also issued a Minute Order Granting Plaintiff's Motion. The Court also set a Non-Appearance
7 Final Accounting Hearing for August 14, 2026 at 4:00 p.m. in Department 15 at the Spring Street
8 Courthouse and ordered Plaintiff to give Notice.

9 Attached hereto as **Exhibit A** is a true and correct copy of the Court's Order Granting
10 Plaintiff's Motion for Order Approving California Labor Code Private Attorneys General Act
11 Settlement and Entering Judgement, which was executed and filed on November 13, 2025.
12 Attached hereto as **Exhibit B** is a true and correct copy of the Court's Minute Order Granting
13 Plaintiff's Motion, which was issued and filed on November 13, 2025.

14
15 Date: November 14, 2025

PROTECTION LAW GROUP, LLP

16
17 By: 

18 Ryan T. Chuman, Esq.
19 Arnel O. Tan, Esq.
20 Christine V. Reyes, Esq.
21 *Attorneys for Plaintiff*
22 Daniel Guadalupe Salas
23
24
25
26
27
28

EXHIBIT A

Electronically Received 06/02/2025 12:07 PM

1 HEATHER DAVIS, SBN 239372
2 heather@protectionlawgroup.com
3 RYAN T. CHUMAN, SBN 300695
4 ryanc@protectionlawgroup.com
5 ARNEL O. TAN, SBN 272428
6 arnel@protectionlawgroup.com
7 JOSEPH O. MARSHALL, SBN 354066
8 joe@protectionlawgroup.com
9 CHRISTINE V. REYES, SBN 346719
10 christine@protectionlawgroup.com
11 **PROTECTION LAW GROUP, LLP**
12 149 Sheldon Street
13 El Segundo, CA 90245
14 Telephone: 424-290-3095
15 Facsimile: 866-264-7800

16 *Attorneys for Plaintiff*
17 DANIEL GUADALUPE SALAS

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

20 DANIEL GUADALUPE SALAS,
21 individually and on behalf of others similarly
22 situated, and as an aggrieved employee and
23 Private Attorney General,

24 Plaintiff,

25 vs.

26 PRESTO PASTA VALENCIA, INC., a
27 California corporation; PRESTO PASTA SB,
28 INC., a California corporation; PRESTO
PASTA SIMI VALLEY, INC., a California
corporation; PRESTO PASTA GRANADA
HILLS; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV30015

*[Assigned for all purposes to: Hon. Timothy
Patrick Dillon, Dept. 15]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
APPROVING CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: September 10, 2025

Hearing Time: 10:00 a.m.

Department: SS15

~~**PROPOSED**~~ **ORDER**

The Motion of Plaintiff Daniel Guadalupe Salas (“Plaintiff”) Order Approving Settlement Pursuant to California Labor Code Private Attorneys’ General Act and Entering Judgment (“Motion”) came regularly for hearing before this Court on September 10, 2025. The Court, having considered the proposed Joint Stipulation of PAGA Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) attached as Exhibit 1 to the Declaration of Heather Davis filed concurrently with the Motion; having considered Plaintiff’s Motion, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release Agreement attached as **Exhibit 1** to the Declaration of Heather Davis In Support of Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys’ General Act and Entering Judgment (“Settlement Agreement” or “Settlement”), as a fair, reasonable, and adequate resolution of the PAGA claims alleged in the Action.

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth in this Order.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiff Daniel Guadalupe Salas (“Plaintiff”), the State of California, the Labor and Workforce Development Agency (“LWDA”) and all PAGA Members.

4. The PAGA Members included in the Settlement shall include “all current and former non-exempt employees of Defendants Presto Pasta Valencia, Inc., Presto Pasta SB, Inc., Presto Pasta Simi Valley, Inc., and Presto Pasta Granada Hills, Inc. who performed work for Defendants Presto Pasta Valencia, Inc., Presto Pasta SB, Inc., Presto Pasta Simi Valley, Inc., and Presto Pasta Granada Hills, Inc. in the State of California at any time from December 17, 2022, through January 1, 2025 (the PAGA Period)”.

1 5. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
2 party Settlement Administrator for mailing the PAGA Settlement Members’ Notice of
3 Representative Action Settlement, distribution of the Gross Settlement Amount, and other duties set
4 forth in the Settlement.

5 6. Within fourteen (14) calendar days of the Effective Date, Defendants shall provide
6 Phoenix with the list of all PAGA Members (“PAGA Member List”) with final calculations pursuant
7 to the terms of the Settlement Agreement.

8 7. Within fourteen (14) calendar days of the Effective Date, Defendants shall deposit the
9 Gross Settlement Amount (GSA) in the amount of Three Hundred Twenty- Five Thousand Dollars
10 and Zero Cents (\$325,000.00) into a Qualified Settlement Fund (“QSF”) to be established by the
11 Settlement Administrator.

12 8. Within fourteen (14) calendar days following the funding of the GSA by Defendants,
13 Phoenix shall distribute the GSA as provided in the Settlement Agreement and as set forth below:

- 14 a. One Hundred Eight Thousand Dollars and Thirty-Three Cents (\$108,333.33) shall
15 be paid to Plaintiff’s Protection Law Group, LLP, for attorneys’ fees.
- 16 b. Twenty Two Thousand Four Hundred Sixty Three Dollars and Seven Cents
17 (\$22,463.07), shall be paid to Plaintiff’s Counsel for litigation costs incurred in the
18 Action.
- 19 c. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) shall be paid
20 to Plaintiff Daniel Guadalupe Salas to compensate him for his services in
21 prosecuting the Action and performing work in support of the Action.
- 22 d. Three Thousand Nine Hundred Fifty Dollars and Zero Cents (\$3,950.00) shall be
23 paid to Phoenix for administration expenses it incurred as the Settlement
24 Administrator.
- 25 e. The Net Settlement Amount remaining after the deduction of these payments in the
26 amount of One Hundred Eighty Two Thousand Dollars and Seven Hundred Fifty
27 Three Dollars and Sixty Cents (\$182,753.60), shall be distributed to the California
28

1 Labor and Workforce Development Agency (“LWDA”) and PAGA Members.
2 75% of the Net Settlement Amount ((\$137,065.20) shall be distributed to the
3 LWDA. 25% of the Net Settlement Amount (\$45,688.40) shall be distributed to
4 the PAGA Members on a pro rata basis based on the number of Pay Periods worked
5 by each PAGA Member during the PAGA Period. The Settlement Administrator
6 shall mail each PAGA Member their share of the PAGA Payment along with the
7 Notice of Representative Action Settlement attached as **Exhibit A** to **Exhibit 1** of
8 the Declaration of Heather Davis In Support of Motion for Order Approving
9 Private Attorneys General Act Settlement and Entering Judgment.

10 9. All checks sent to the PAGA Members shall remain valid and negotiable for 180 days
11 from the date of their issuance to the PAGA Members. If any checks are not cashed within 180 days,
12 those funds shall be transmitted to the Controller of the State of California to be held pursuant to
13 California Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.* If a PAGA
14 Member’s check remains uncashed after one hundred eighty (180) days from issuance, that PAGA
15 Member shall nevertheless remain bound by the Settlement.

16 10. Upon the Effective Date, Plaintiff, the State of California and its LWDA, shall be
17 deemed to have released and discharged Defendants Presto Pasta Valencia, Inc., Presto Pasta SB,
18 Inc., Presto Pasta Simi Valley, Inc., and Presto Pasta Granada Hills, Inc., and their past, present
19 and/or future officers, directors, members, managers, employees, agents, representatives, attorneys,
20 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
21 divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and
22 all all claims for penalties and attorneys’ fees and costs recoverable under PAGA which Plaintiff, the
23 state of California and/or the LWDA had, or may claim to have, against Released Parties, based on
24 the facts alleged in the PAGA Notice, including PAGA penalties arising from the following claims:
25 unpaid straight and overtime wages (including any work off-the-clock and non-productive time);
26 failure to pay employees all minimum wages and overtime wages; failure to provide compliant meal
27 and rest breaks; failure to pay all premium wages owed for short, late or missed meal and rest periods;
28

1 failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times
2 permissible under Labor Code section 204; failure to provide complete and accurate wage statements;
3 failure to keep complete and accurate payroll records; failure to reimburse necessary business
4 expenditures; and violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.2, 226.3,
5 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698, et seq.,
6 and all applicable IWC Wage Orders (collectively, the “Released Claims”). This release shall apply
7 to claims arising during the PAGA Period and will be binding and effective upon Plaintiff, the state
8 of California and the LWDA regardless of whether any PAGA Members fail to cash their respective
9 settlement checks.

10 11. Upon the Effective Date, Plaintiff Daniel Guadalupe Salas, on behalf of himself only,
11 shall release all claims related to his employment with the Defendants and/or any of the Released
12 Parties including all claims alleged in the Action, and all claims known and unknown. This release
13 specifically excludes claims for unemployment insurance, disability, social security, and workers'
14 compensation (except for claims pursuant to Labor Code Sections 132a and 4553). Plaintiff further
15 waives all rights and benefits under the terms of California Civil Code §1542.

16 12. The Court finds that Plaintiff gave notice to the LWDA and to Defendant of his
17 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
18 alleged in the Complaint, that the LWDA did not give notice that it intended to investigate these
19 claims within 65 days of receiving Plaintiff’s notice, and that Plaintiff is therefore authorized to
20 pursue these claims on behalf of the LWDA. The Court further finds that Plaintiff gave notice of this
21 proposed settlement of those claims under PAGA to the LWDA in accordance with Labor Code
22 section 2699(s)(2), and that the LWDA has not expressed any objection to the proposed settlement.
23 Accordingly, this Judgment also bars the LWDA, or any other agency of the State of California, or
24 any person acting on its behalf, from collecting any penalties due to any of them, or any unpaid wages
25 due to PAGA Members, to the extent those penalties or unpaid wages arise out of the Released Claims
26 or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

1 13. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
2 LWDA within ten (10) calendar days of entry of the Judgment.

3 14. Without affecting the finality of this Order and Judgment, the Court shall retain
4 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
5 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
6 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
7 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
8 Agreement shall be presented to the Court for resolution.

9 15. The Court sets a final accounting hearing for 08/14/2026 at 4 PM ~~at~~
10 ~~a.m. / p.m.~~, in Department 15 to confirm full administration of the Settlement. Plaintiff's Counsel
11 shall submit a final accounting report no later than ^{two (2)} ~~five (5)~~ court days before the date of the final
12 accounting hearing.

13
14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

15
16 DATED: 11/13/2025





HON. TIMOTHY PATRICK DILLON
JUDGE OF THE SUPERIOR COURT
Timothy Patrick Dillon / Judge

17
18
19
20
21
22 Escalator is not triggered.
23
24
25
26
27
28

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 15

23STCV30015

**DANIEL GUADALUPE SALAS, vs PRESTO PASTA
VALENCIA, INC., et al.**

November 13, 2025

9:00 AM

Judge: Honorable Timothy Patrick Dillon
Judicial Assistant: E. Martinez
Courtroom Assistant: C. Gomez

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

Other Appearance Notes: For Plaintiff(s): Arnel Tan (via LACC); For Defendant(s): Ben Fraser (via LACC);

NATURE OF PROCEEDINGS: Hearing on Motion - Other for Approval of PAGA Settlement

The matter is called for hearing.

The Court has read and considered all documents filed in connection to the above-entitled motion.

There are no objectors this date.

The Court and counsel confer regarding the moving papers.

Counsel represent the escalator clause will not be triggered.

The Notice of Motion and Motion for Order Approving California Labor Code Private Attorneys General Act Settlement and Entering Judgment filed by Daniel Guadalupe Salas on 06/02/2025 is Granted.

The interlineated Order Granting Plaintiff's Motion for Order Approving California Labor Code Private Attorneys General Act Settlement and Entering Judgment is signed and filed this date.

A Non-Appearance Case Review Re: Distribution Report is scheduled for 08/14/2026 at 04:00 PM in Department 15 at Spring Street Courthouse.

A distribution report is to be filed by noon on 08/12/2026, advising the Court of the status of the distribution of settlement funds.

The Judicial Assistant hereby gives notice to Plaintiff, who is to give further and formal notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 15

23STCV30015

**DANIEL GUADALUPE SALAS, vs PRESTO PASTA
VALENCIA, INC., et al.**

November 13, 2025

9:00 AM

Judge: Honorable Timothy Patrick Dillon

Judicial Assistant: E. Martinez

Courtroom Assistant: C. Gomez

CSR: None

ERM: None

Deputy Sheriff: None

Clerk's Certificate of Service by Electronic Notification is attached.