

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Keaton Mendoza (SBN 321172)

kmendoza@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, NICHOLAS ANTHONY JOHNSON,

as an aggrieved employee, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NICHOLAS ANTHONY JOHNSON, as an
aggrieved employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

WOLFGANG PUCK CATERING AND
EVENTS, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV15780

[Assigned for all purpose to the Hon. Randolph
M. Hammock in Dept. 49]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Nicholas Anthony Johnson's
2 ("Plaintiff") for Approval of Representative Action Settlement ("Motion"), the declarations in
3 support, and the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement" or
4 "Agreement"), the PAGA Payment Letter, and good cause appearing therefore, the Court hereby
5 **ORDERS, ADJUDGES AND DECREES THAT:**

6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Motion concerns Plaintiff's action under the Private Attorneys General Act of
9 2004 ("PAGA") against defendant Wolfgang Puck Catering and Events, LLC ("Defendant").
10 Hereinafter, Plaintiff and Defendant will be collectively referred to as "the Parties."

11 3. The Settlement resolves the action brought on behalf of the Aggrieved Employees
12 defined all persons currently or formerly employed by Defendant in California, either directly or
13 through any subsidiary, staffing agency, or professional employer organization, as nonexempt,
14 hourly paid employees during the period from January 8, 2023 through May 1, 2025 ("PAGA
15 Period").

16 4. "PAGA Pay Period" or "Pay Period" means any Pay Period during which an
17 Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates,
18 termination dates (if applicable) and re-hire dates (if applicable).

19 5. The Settlement is based on Defendant's representation that there were no more than
20 42,571 Pay Periods worked during the PAGA Period as of the date of mediation. Should the number
21 of Pay Periods increase by more than 10% of 42,571 (4,257 Pay Periods), the Gross Settlement
22 Amount shall be increased proportionally by the Pay Periods in excess of 46,828, multiplied by the
23 pay period value. The pay period value shall be calculated by dividing the Gross Settlement Amount
24 by 42,571. The Parties agree that the pay period value amounts to \$23.37 per Pay Period (\$995,000
25 / 42,571 Pay Periods). Thus, for example, should there be 50,000 Pay Periods, the Gross Settlement
26 Amount shall be increased by \$74,129 (50,000 Pay Periods – 46,828 Pay Periods x \$23.37 per Pay
27 Period).

28 6. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,

1 P.C. as Plaintiff's Counsel for the Aggrieved Employees for settlement purposes only.

2 7. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
3 Action is fair, adequate, and reasonable and that it furthers PAGA's objectives.

4 8. The Court appoints Plaintiff as the PAGA Representative for Settlement purposes
5 only.

6 9. The Court appoints Apex Class Action, LLC, as the Settlement Administrator.

7 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
8 Exhibit A to the Settlement Agreement.

9 11. The Court approves the Gross Settlement Amount of \$995,000.00, as the same may
10 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

11 a. Thirty-five percent (35%) thereof shall be allocated as reasonable attorneys'
12 fees for Plaintiff's Counsel which, unless escalated pursuant to the Settlement
13 Agreement, shall amount to \$348,250.00;

14 b. The sum of \$23,997.90 shall be allocated as reasonable litigation costs and
15 paid to Plaintiff's Counsel.

16 c. The sum of \$9,890.00 shall be paid to the Settlement Administrator, Apex
17 Class Action, LLC, for its services in administering the Settlement.

18 d. After deducting the above amounts, the Court approves the estimated
19 remaining Net Settlement Amount of \$612,862.10 (as the same may be
20 escalated pursuant to the Settlement Agreement) for PAGA penalties and
21 orders 75%, or \$459,646.57 of that sum to be paid to the California Labor
22 and Workforce Development Agency and 25%, or \$153,215.52 to be paid to
23 the Aggrieved Employees pursuant to Labor Code § 2699(i).

24 12. "Effective Date" means the date on which the Court enters the Judgment.

25 13. Within 14 days of the Effective Date, Defendant shall deliver the Aggrieved
26 Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The "Aggrieved
27 Employees Data" means identifying information in Defendant's possession for the Aggrieved
28 Employees, including the Aggrieved Employee's name, last known mailing address, phone number,

1 Social Security number, hire dates, termination dates (as applicable), and rehire dates (as
2 applicable).

3 14. To protect Aggrieved Employee's privacy rights, the Administrator must maintain
4 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes
5 of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
6 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
7 under this Agreement.

8 15. Defendant shall fully fund the Gross Settlement Amount, which unless increased
9 pursuant to the Settlement Agreement, of \$995,000.00 by transmitting the funds to the Administrator
10 no later than 14 calendar days after the Effective Date.

11 16. Within seven (7) days of the full funding of the Gross Settlement Amount, the
12 Administrator shall issue and mail checks for the Individual PAGA Payments, the LWDA PAGA
13 Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA
14 Counsel Litigation Expenses Payment, via First Class U.S. Mail, postage prepaid. Disbursement of
15 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not
16 precede disbursement of the Individual PAGA Payments. The Administrator will issue checks for
17 the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S.
18 Mail, postage prepaid, along with the PAGA Payment Letter, the substance of which is attached as
19 internal Exhibit "A" to the Settlement Agreement, which is attached to the Patel Decl. as Exhibit
20 "1."

21 17. Because this is a PAGA action, based on the Parties' understanding of the PAGA
22 statutory scheme, the Parties agree that no Aggrieved Employee can exclude themselves from the
23 Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will be
24 bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or she
25 negotiates his or her settlement check.

26 18. Aggrieved Employees will receive an Individual Settlement Payment. The face of
27 each check for the Individual PAGA Payments shall prominently state the date (not less than 180
28 days after the date of mailing) on which the check will be voided. The Administrator shall cancel

1 all checks not cashed by the void date. Before mailing any checks, the Administrator shall update
2 the Aggrieved Employees' mailing addresses using the National Change of Address Database. For
3 any of the Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled
4 after the void date, the Administrator shall transmit the funds represented by such checks to the *cy*
5 *pres* recipient, Legal Aid at Work.

6 19. The Court finds the Gross Settlement Amount, the Net Settlement Amount and the
7 methodology used to calculate and pay the Aggrieved Employees' Individual PAGA Payments are
8 fair and reasonable and authorizes the Settlement Administrator to pay the Individual Settlement
9 Payments to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.
10 The Court also authorizes the Settlement Administrator to make the LWDA Payment to the
11 California Labor and Workforce Development Agency ("LWDA").

12 20. The Court finds that Plaintiff's Counsel's request for attorneys' fees in the amount
13 of thirty-five (35%) of the Gross Settlement Amount, which, unless increased pursuant to the
14 Settlement Agreement, amounts to \$348,250.00, is reasonable. The Court awards Plaintiff's Counsel
15 fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount to be paid from the
16 Gross Settlement Amount.

17 21. The Court finds that Plaintiff's Counsel has incurred a total of \$23,997.90 in
18 litigation costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this
19 Action. The Court awards \$23,997.90 from the Gross Settlement Amount to be paid to Plaintiff's
20 Counsel in litigation costs and expenses.

21 22. Effective on the date when Defendant fully funds the Gross Settlement Amount,
22 Plaintiff and PAGA Counsel shall release claims against the Released Parties as follows: Plaintiff,
23 the Aggrieved Employees, and the LWDA shall be deemed to fully and finally release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors and assigns, the Released Parties from any and all claims for PAGA
26 Penalties that were alleged, or reasonably could have been alleged, based on the facts asserted in the
27 Operative Complaint and the PAGA Notice.

1 23. The Released Parties means Defendant and any of its past, present, and future direct
2 or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint
3 venturers, third parties, and other related entities, as well as each of their present and/or future
4 officers, directors, administrators, trustees, staff, members, managers, employees, agents,
5 representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any
6 individual or entity which could be jointly liable with Defendant.

7 24. The Parties are ordered to carry out the Settlement according to the terms of the
8 Settlement Agreement.

9 25. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
10 the Parties, Action, and the Settlement, including under California Code of Civil Procedure section
11 664.6, for purposes of: (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 26. A Final Accounting hearing regarding the PAGA Settlement is hereby scheduled for
14 _____, at ____: _____.m., in Department 49 of the above-entitled Court.
15 At least five (5) calendar days prior to said hearing, the Parties shall file a declaration confirming
16 that the claims have been paid and that administration of all the terms and conditions of the
17 settlement have been completed. Should the Court find that said declaration has sufficiently
18 evidenced full and complete administration of the class action settlement, the Final Accounting
19 hearing will go off-calendar.

20
21 **IT IS SO ORDERED.**

22
23 Dated: _____

Judge of the Superior Court