

09/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala Deputy

Azar Mouzari, SBN 263461
Nilofar Nouri, SBN 311871
BEVERLY HILLS TRIAL ATTORNEYS, P.C.
9350 Wilshire Blvd, Suite 203
Beverly Hills, California 90212
Tel: 310-858-5567 Fax: 310- 627-8642
Email: azar@bhtrialattorneys.com
Email: nilofar@bhtrialattorneys.com

Attorneys for Plaintiffs and the Proposed Class

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

MARA S. MORENO, an individual; DAISY GALINDO, an individual; LIAM S. COCHRAN, an individual; JONATHAN BALCACER, an individual; KRYSTAL POMATTO, an individual; ALEXANDRA VITOR, an individual; MIGUEL G. FERNANDEZ, an individual; JENELO GO, an individual; RODRIGO MENDEZ, an individual; LEANNA HAMILTON, an individual; COREY EVANS, an individual; MAYA SHUMPERT, an individual; and on behalf of all others similarly situated,

Plaintiffs,

vs.

JOEY RESTAURANT (LOS ANGELES) INC., a California Corporation; JOEY RESTAURANT (MANHATTAN BEACH) INC., a California Corporation; JOEY RESTAURANT (WOODLAND HILLS) INC., a California Corporation; JOEY RESTAURANT (NEWPORT BEACH) INC., a California Corporation; JOEY RESTAURANT GROUP, a Canadian Corporation; and DOES 1 through 10 inclusive,

Defendants.

Case No.: 24STCV10858

[Case Assigned for All Purposes to Hon. Elaine Lu]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Hearing Date

Date: September 10, 2026

Time: 10 a.m.

Dept.: 9

Briefing Schedule by the Court

Opposition Due: August 13, 2026

Reply Due: August 27, 2026

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information. **No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement.**

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects
3 fair, adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court
8 with sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred
22 to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
23 used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All current and former non-exempt employees
26 who were employed by Defendant in California at any time from March 29, 2022 through June 2, 2025.

27 11. Plaintiffs MARA S. MORENO, DAISY GALINDO, LIAM S. COCHRAN,
28 JONATHAN BALCACER, KRYSTAL POMATTO, ALEXANDRA VITOR, MIGUEL G.

1 FERNANDEZ, JENELO GO, RODRIGO MENDEZ, LEANNA HAMILTON, COREY
2 EVANS, and MAYA SHUMPERT (“Plaintiffs”) are adequate and suitable representatives and
3 are hereby appointed the Class Representatives for the Settlement Class. The Court finds that
4 Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and zealous
5 advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement
6 Class. **Mara S. Moreno, Daisy Galindo, Liam S. Cochran, Jonathan Balcacer, Krystal Pomatto,**
Alexandra Vitor, Miguel G. Fernandez, Jenelo Go, Rodrigo Mendez, Leanna Hamilton, Corey
Evans, and Maya Shumpert
7 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
8 **for a total of \$60,000**
\$5,000, each, for their service on behalf of the Settlement Class, and for agreeing to general
9 releases of all claims arising out of their employment with Defendant.

10 13. The Court finds that the attorneys at Beverly Hills Trial Attorneys, P.C. have the
11 requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class.
12 The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the
13 position of Class Counsel, and hereby appoints Beverly Hills Trial Attorneys, P.C. as counsel for the
14 Settlement Class.

15 14. The settlement of civil penalties under PAGA in the amount of \$70,000 is hereby
16 approved. Seventy-Five Percent (75%), or \$52,500, shall be paid to the California Labor and Workforce
17 Development Agency. The remaining Twenty-Five Percent (25%), or \$17,500, will be paid to PAGA
18 Members.

19 15. The Court hereby awards \$166,667.00 in attorneys’ fees and \$22,500.00 in costs and
20 expenses to Beverly Hills Trial Attorneys, P.C. The Court finds that the requested award of
21 attorneys’ fees is reasonable for a contingency fee in a class action such as this; *i.e.*, one-third of the
22 common fund created by the settlement.

23 16. The Court approves settlement administration costs and expenses in the
24 amount of \$16,500.00 to Phoenix Group.

25 17. All Class Members were given a full and fair opportunity to participate in the
26 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
27 **JOSEPH ALEXIE ORLOV and ELIZABETH VELASQUEZ** timely opted out and shall be excluded from the
28 class and from the release. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement

1 and of the Court's Order and Judgment shall be forever binding on all Participating Class
2 Members. These Participating Class Claims during the Class Period are:

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4 "[A]ny and all claims that were alleged in the First Amended Complaint or could
5 have been alleged by reason of or in connection with any matter or fact set forth or
6 referred to in the First Amended Complaint during the Class Period, including: (a)
7 all claims for unpaid overtime; (b) all claims for meal and rest break violations;
8 (c) all claims for unpaid minimum and regular wages; (d) all claims for the
9 failure to reimburse necessary business expenses; (e) all claims for the
10 failure to timely pay wages upon termination; (f) all claims for the failure
11 to timely pay wages during employment; (g) all claims for wage statement
12 violations; (h) failure to maintain accurate payroll records; (i) all claims for unpaid
13 gratuity; (j) all claims for failure to provide one day's rest in seven-day
14 workweek; (k) all claims for failure to pay reporting time pay; and (l) all claims
15 asserted through California Business & Professions Code §§ 17200, et seq."

16 (Settlement Agreement, ¶ 1.5.)

17 18. Additionally, all PAGA Members and the LWDA have released and forever
18 discharged the Released Parties for any and all Released PAGA Claims during the PAGA
19 Period:

20 "[A]ll claims for civil penalties under California Labor Code §§ 2698, et seq., that
21 were brought or could reasonably have been brought based on the same facts
22 alleged in Plaintiffs' LWDA letters during the PAGA Period, including but not
23 limited to: (a) all claims for unpaid overtime; (b) all claims for meal and rest break
24 violations; (c) all claims for unpaid minimum and regular wages; (d) all claims for
25 the failure to reimburse necessary business expenses; (e) all claims for the failure
26 to timely pay wages upon termination; (f) all claims for the failure to timely pay
27 wages during employment; (g) all claims for wage statement violations; (h)
28 failure to maintain accurate payroll records; (i) all claims for unpaid gratuity; (j)
all claims for failure to provide one day's rest in seven-day workweek; and (k) all
claims for failure to pay reporting time pay. This includes, but is not limited to,
claims for alleged violation of California Labor Code §§ 201, 202, 203, 204, 210,
226, 226.7, 351, 353, 510, 512, 551, 552, 1174, 1174.5, 1194, 1194.2, 1197,
1197.1, 1198, 1199, 2800, 2802 and 2699(f)(2)."

29 (Settlement Agreement, ¶ 1.21.)

30 Judgment in this matter is entered in accordance with the above findings.

31 Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing
32 jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including
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1 all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the
2 Judgment entered herein.

3 19. This document shall constitute a judgment (and separate document constituting
4 said judgment) for purposes of California Rules of Court, Rule 3.769(h).

5 20. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
6 completion of settlement administration activities no later than June 2, 2027. A non-
7 appearance case review re the filing of the declaration is set for June 9, 2027.

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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10 Dated: 09/10/2026
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12 Hon. Elaine Lu
13 Los Angeles County Superior Judge
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