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

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF VENTURA**

11 ROSARIO LOPEZ, as an aggrieved employee,
12 and on behalf of all other aggrieved employees
13 under the Labor Code Private Attorneys'
General Act of 2004,

14 Plaintiff,

15 v.

16
17 COMMUNITY RESTAURANTS, INC., a
California corporation; GRANVILLE
18 GLENDALE, INC., a California corporation;
GRANVILLE RESTAURANTS PARTNERS,
19 LLC, a California limited liability company;
GRANVILLE RESTAURANTS PARTNERS
20 2, LLC, a California limited liability company;
GRANVILLE PASADENA, LLC, a
21 California limited liability company;
GRANVILLE MANAGEMENT GROUP,
22 INC., a California corporation; and DOES 1
23 through 100, inclusive,

24
25 Defendants.

CASE NO.: 24STCV09221

[Assigned for all purpose to the Hon. Daniel
Murphy in Dept. 32]

PAGA REPRESENTATIVE ACTION

**[PROPOSED] ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Rosario Lopez (“Plaintiff”) for
2 Approval of Representative Action Settlement (“Motion”), the Declarations of Bradford Smith,
3 David D. Bibiyan, Sean Hartranft, Plaintiff, the PAGA Settlement Agreement (“Settlement,”
4 “Agreement” or “Settlement Agreement”), the PAGA Payment Letter and good cause appearing
5 therefore, the Court hereby **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 Rosario Lopez’ lawsuit alleging violations of the
9 Labor Code as asserted in the PAGA Notice for which Plaintiff sought civil penalties under PAGA,
10 captioned *Rosario Lopez v. Community Restaurants, Inc., et. al.*, Case No. 24STCV09221, initiated
11 on April 12, 2024, and pending in the Superior Court of the State of California, County of Los
12 Angeles (the “Action”). Hereinafter, Plaintiff and Defendants will be collectively referred to as “the
13 Parties”.

14 3. The Settlement resolves the representative action brought on behalf of Aggrieved
15 Employees defined as follows: all persons employed by Defendants in California and classified as
16 a non-exempt, hourly-paid employee who worked for Defendants during the period from February
17 7, 2023 to the date the Court signs the Approval Order (“Settlement Period” or “PAGA Period”).

18 4. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
19 worked for Defendants during the PAGA Period, based on hire dates, termination dates (if
20 applicable) and re-hire dates (if applicable) and/or time and pay records.

21 5. Defendants represents that there were no more than 12,926 Pay Periods worked
22 during the PAGA Period as of the date of the Settlement Agreement. In the event the number of Pay
23 Periods in the PAGA Period increases by more than 10%, or 1,293 Pay Periods, then the Defendants
24 shall have the choice of: (i) increasing the Gross Settlement Amount proportionally by the Pay
25 Periods in excess of 12,926 Pay Periods multiplied by the Pay Period Value (calculated by dividing
26 the Gross Settlement Amount by the estimate of Pay Periods at issue, meaning that the Parties agree
27 that the Pay Period Value shall be \$26.30 (\$340,000.00 / 12,926 Workweeks); or (ii) electing to end
28

1 the PAGA Period on the date the number of Pay Periods reaches 14,219 Pay Periods (12,926 Pay
2 Periods + 1,293 Pay Periods).

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

5 7. The Court appoints plaintiff Rosario Lopez ("Plaintiff") as PAGA Representatives
6 for Settlement purposes only.

7 8. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
8 P.C. as PAGA Counsel for the Aggrieved Employees for settlement purposes only.

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

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

12 11. The Court approves the Gross Settlement Amount of \$340,000.00, as the same may
13 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

14 a. Thirty-five percent (35%) thereof shall be allocated as reasonable attorneys'
15 fees for PAGA Counsel which, unless escalated pursuant to the Settlement
16 Agreement, shall amount to \$119,000.00.

17 b. The sum of \$16,600.58 shall be allocated as reasonable litigation costs and
18 paid to PAGA Counsel.

19 c. The sum of \$6,990.00 shall be paid to the Settlement Administrator, Apex
20 Class Action LLC, for its services in administering the Settlement.

21 d. After deducting the above amounts, the Court approves the estimated
22 remaining PAGA Penalties of \$184,010.00 (as the same may be escalated
23 pursuant to the Settlement Agreement) and orders 75% (or \$138,007.50, as
24 the same may be escalated pursuant to the Settlement Agreement) of that sum
25 to be paid to the California Labor and Workforce Development Agency
26 ("LWDA") and 25% (or \$46,002.50, as the same may be escalated pursuant
27 to the Settlement Agreement) to be paid to the Aggrieved Employees
28 pursuant to Labor Code § 2699(i).

1 12. No later than seven (7) after the Court grants approval of the Settlement, Defendants
2 shall provide the Settlement Administrator with a list of all Aggrieved Employees (“Aggrieved
3 Employees List”). The Aggrieved Employees List shall state the first name and last name for each
4 Aggrieved Employee; the last known address for each Aggrieved Employee; each Aggrieved
5 Employee’s social security number; and the number of pay periods during which each was employed
6 in a non-exempt position for Defendants in California during the Settlement Period as reflected in
7 Defendants’ records.

8 13. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds
9 to the Administrator no later than fourteen (14) days after the Effective Date. The “Effective Date”
10 means the date by when both of the following have occurred: (a) the Court enters a Judgment on its
11 Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final on the
12 day the Court enters Judgment.

13 14. No later than seven (7) days after receipt of the funds of the Gross Settlement Amount
14 from Defendants, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
15 PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA
16 Counsel Litigation Expenses Payment.

17 15. On the date of Individual PAGA Payments, the Settlement Administrator will issue
18 each Aggrieved Employee one check for his or her share of the Net Settlement Amount along with
19 an explanatory notice mutually approved by the parties (the “PAGA Payment Letter”).

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

25 17. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid
26 to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved
27 Employees.

28 18. For any Aggrieved Employee whose check is uncashed and cancelled after the void

1 date (not less than 180 days after the date of mailing), the Settlement Administrator shall transmit
2 the funds represented by such checks to the California Controller's Unclaimed Property Fund in the
3 name of the Aggrieved Employee.

4 19. The Court finds the Gross Settlement Amount, the PAGA Penalties and the
5 methodology used to calculate and pay the Aggrieved Employees' payments are fair and reasonable
6 and authorizes the Settlement Administrator to pay the Aggrieved Employees' payments to the
7 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also
8 authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

9 20. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
10 thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to the
11 Settlement Agreement, amounts to \$119,000.00, reasonable. The Court awards PAGA Counsel fees
12 in the amount of thirty-five percent (35%) of the Gross Settlement Amount to be paid from the Gross
13 Settlement Amount.

14 21. The Court finds that PAGA Counsel have incurred a total of \$16,600.58 in litigation
15 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Actions.
16 The Court awards \$16,600.58 from the Gross Settlement Amount to be paid to PAGA Counsel in
17 litigation costs and expenses.

18 Release of Claims for Aggrieved Employees and the State of California: All Aggrieved
19 Employees are deemed to release, on behalf of themselves and their respective former and present
20 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties
21 from all claims for PAGA civil penalties that were alleged or reasonably could have been alleged,
22 based on the facts stated in the Operative Complaint and the PAGA Notice.

23 Plaintiff Released Claims: Plaintiff and his or her respective former and present spouses,
24 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and
25 assigns generally release and discharge Released Parties from all claims, transactions or occurrences
26 that occurred prior to the execution of this Agreement, including, but not limited to, all claims for
27 civil penalties that were, or reasonably could have been alleged based on the facts contained in the
28 Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not

1 extend to any claims or actions to enforce this Agreement or to any claims for alleged individual
2 Aggrieved Employees' wage and hour claims, vested benefits, unemployment benefits, disability
3 benefits, social security benefits, or workers compensation benefits, or claims outside of the PAGA
4 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
5 to, the facts or laws that Plaintiff now knows or believes to be true but agrees, nonetheless, that
6 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
7 additional facts or Plaintiff's discovery of them.

8 For purposes of Plaintiff's Release. Plaintiff expressly waives and relinquishes the
9 provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

14 22. The above release expressly excludes Plaintiff's claims for sex discrimination, sexual
15 harassment, retaliation, violation of Labor Code section 1102.5, wrongful termination, wrongful
16 termination in violation of public policy, intentional infliction of emotional distress, negligent
17 infliction of emotional distress, and related claims.

18 23. The "Released Parties" shall mean Defendants, and each of its former and present
19 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
20 assigns, subsidiaries and affiliates.

21 24. The Parties are ordered to carry out the Settlement according to the terms of the
22 Settlement Agreement.

23 25. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
24 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
25 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
26 permitted by law.

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1 **IT IS SO ORDERED.**

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3 Dated: _____, 2025

Judge of the Superior Court

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