

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Bradford Smith (SBN 345879)

bsmith@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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

Attorneys for Plaintiff, ROSARIO LOPEZ,
as an aggrieved employee, and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

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

Plaintiff,

v.

COMMUNITY RESTAURANTS, INC., a
California corporation; GRANVILLE
GLENDALE, INC., a California corporation;
GRANVILLE RESTAURANTS PARTNERS,
LLC, a California limited liability company;
GRANVILLE RESTAURANTS PARTNERS
2, LLC, a California limited liability company;
GRANVILLE PASADENA, LLC, a California
limited liability company; GRANVILLE
MANAGEMENT GROUP, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 2023CUOE010215

[Assigned for all purpose to the Hon. Matthew
P. Guasco in Dept. 20]

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Approving Representative Action Settlement, it is hereby
3 **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Approving
5 Representative Action Settlement and the Parties’ PAGA Settlement Agreement (“Settlement,”
6 “Agreement” or “Settlement Agreement”). Unless otherwise provided herein, all capitalized terms
7 used herein shall have the same meaning as defined in the Settlement Agreement.

8 2. The “Aggrieved Employees” who are covered by the Settlement Agreement are all
9 persons employed by Defendants in California and classified as a non-exempt, hourly-paid
10 employee who worked for Defendants during the period from February 7, 2023 to the date the Court
11 signs the Approval Order (“Settlement Period” or “PAGA Period”).

12 3. Pursuant to the Order Approving Representative Action Settlement, Defendants must
13 fund the settlement account with the Gross Settlement Amount, which, unless escalated pursuant to
14 the Settlement Agreement, amounts to \$340,000.00. All funds shall be disbursed to PAGA Counsel,
15 Plaintiffs, the California Labor and Workforce Development Agency (“LWDA”), the Settlement
16 Administrator, and Aggrieved Employees pursuant to the Order Approving Representative Action
17 Settlement. The funds associated with uncashed expired checks shall be transmitted to the California
18 State Controller’s Office, Unclaimed Property Division in the name of the Aggrieved Employee.

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

24 5. “Released Parties” shall mean Defendants, and each of its former and present
25 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
26 assigns, subsidiaries and affiliates.

27 6. Plaintiff Released Claims: Plaintiff and his or her respective former and present
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1 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
2 successors and assigns generally release and discharge Released Parties from all claims, transactions
3 or occurrences that occurred prior to the execution of this Agreement, including, but not limited to,
4 all claims for civil penalties that were, or reasonably could have been alleged based on the facts
5 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
6 Release does not extend to any claims or actions to enforce this Agreement or to any claims for
7 alleged individual Aggrieved Employees' wage and hour claims, vested benefits, unemployment
8 benefits, disability benefits, social security benefits, or workers compensation benefits, or claims
9 outside of the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
10 from, or in addition to, the facts or laws that Plaintiff now knows or believes to be true but agrees,
11 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
12 such different or additional facts or Plaintiff's discovery of them.

13 7. For purposes of Plaintiff's Release. Plaintiff expressly waives and relinquishes the
14 provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads: "A
15 general release does not extend to claims that the creditor or releasing party does not know or suspect
16 to exist in his or her favor at the time of executing the release and that, if known by him or her,
17 would have materially affected his or her settlement with the debtor or released party."

18 8. The above release expressly excludes Plaintiff's claims for sex discrimination, sexual
19 harassment, retaliation, violation of Labor Code section 1102.5, wrongful termination, wrongful
20 termination in violation of public policy, intentional infliction of emotional distress, negligent
21 infliction of emotional distress, and related claims

22 9. This document shall constitute a Judgment for purposes of California Rules of Court,
23 Rule 3.769(h).

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

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26 Dated: _____, 2025

Judge of the Superior Court

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