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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

JUSTIN BUI, as an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

THE RANCH STEAKHOUSE AND SALOON,
INC., a California corporation; RGB SYSTEMS,
INC., a California corporation; and DOES 1
through 50, inclusive,

Case No. 24CV439149

**[PROPOSED] ORDER GRANTING
MOTION TO APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: March 20, 2025

Time: 1:30 p.m.

Dept.: 7

1 **[PROPOSED] ORDER**

2 On March 20, 2025, a hearing was held on Plaintiff Justin Bui's ("Plaintiff") Motion to Approve
3 Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code section 2698, *et seq.*
4 (the "Motion"). The Court has considered the Joint Stipulation of Settlement and Release under the
5 Private Attorneys General Act ("Agreement" or "Settlement Agreement") and all other papers filed in
6 this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

8 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion is **GRANTED**.
9 The Court finds that the Settlement is in all respects adequate considering the purposes and provisions of
10 the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*
11 The Court finds that the Settlement has been reached as a result of informed and non-collusive arm's-
12 length negotiations. The Court further finds that the Parties were able to reasonably evaluate their
13 respective positions. The Court has reviewed the monetary recovery being provided by the Settlement
14 and recognizes the value accorded to the State of California and aggrieved employees.

15 2. Pursuant to Labor Code section 2699(i), the Gross Settlement Amount of Three Hundred
16 Thirty Thousand Two Hundred Fifty Dollars (\$330,250.00) shall be distributed as follows:

17 a. Seventy-Five percent of the Net Settlement Amount, Totaling One Hundred
18 Forty-Seven Thousand, Four Hundred Ninety-Six Dollars and Eighty-Eight Cents (\$147,496.88), to the
19 LWDA for PAGA penalties.

20 b. Twenty-Five percent of the Net Settlement Amount, totaling Forty-Nine
21 Thousand, One Hundred Sixty-Five Dollars and Sixty-Three Cents (\$49,165.63), to PAGA Employees.

22 c. One Hundred Ten Thousand Eighty-Three Dollars and Thirty-Three Cents
23 (\$110,083.33), to Plaintiff's Counsel as Attorneys' Fees;

24 d. Six Thousand Five Hundred Fifty-Four Dollars and Sixteen Cents (\$6,554.16) to
25 Plaintiff's Counsel as Costs;

26 e. Ten Thousand Dollars (\$10,000.00) to Plaintiff as an enhancement; and

27 f. Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) to the Settlement
28 Administrator as Settlement Administration Costs.

1 3. Upon the Effective Date, each of the PAGA Employees, including Plaintiff, for
2 themselves and for their respective spouses, domestic partners, marital community, children, estates,
3 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
4 conservators, guardians, assigns, and representatives (whether current or former), fully release and
5 forever discharge all of the Released Parties from all claims for civil PAGA penalties, including
6 attorneys' fees and costs related thereto, that were alleged, or reasonably could have been alleged, based
7 on the facts stated in the PAGA Notice and Complaint for violation of Labor Code sections 201, 202,
8 203, 226(a), 510, 558, 1194, 11971 and 1197.1 during the PAGA Period.

9 4. The Parties are ordered to carry out the terms of the settlement in accordance with the
10 terms of the Settlement Agreement.

11 5. Judgment is hereby entered in accordance with this Order and the terms of the
12 Settlement. Plaintiff shall take from his complaint only the relief set forth in the Settlement Agreement
13 and this Order and Judgment. Without affecting the finality of the Settlement or this Judgment in any
14 way, the Court shall retain jurisdiction over the Parties for purposes of enforcing and interpreting the
15 Settlement, this Order, and this Judgment.

16 6. The Settlement does not constitute an admission by Defendant of liability to Plaintiff or
17 any PAGA Employee, nor does this Order constitute a finding by the Court of the validity of any of the
18 claims alleged in this Action, or any liability of Defendant or any of the Released Parties.

19
20 **IT IS SO ORDERED.**

21
22 DATED:

HON. CHARLES F. ADAMS
SUPERIOR COURT OF CALIFORNIA