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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 EUGENE LAWSON, MARY CRAWFORD,
13 CHARITY THOMAS, and MISHIEL
HARRISON, individually and on behalf of
the State of California and all Aggrieved
Employees,

14 Plaintiffs,

15
16 v.

17 CAVA GROUP, INC., a Delaware
18 Corporation; CAVA MEZZE GRILL, LLC,
a Maryland Limited Liability Company;
19 CAVA HOLDING COMPANY; ZOE'S
KITCHEN USA, LLC; and DOES 1-100,
20 inclusive,

21 Defendants.

Case No.: 24STCV16024

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT**

Date: September 23, 2025
Time: 10:30 a.m.
Dept.: SSC-1

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1 Under Labor Code section 2699(s)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), the motion of Plaintiffs Mary Crawford, Eugene Lawson, Mishiel Harrison, and
3 Charity Thomas (collectively, “Plaintiffs”) for Approval of Settlement under PAGA came before
4 the Court on a regularly noticed motion.

5 Plaintiffs’ operative complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by PAGA
7 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
8 Plaintiffs’ operative complaint and their respective letters (the “PAGA Notices”) to the Labor
9 Workforce & Development Agency (“LWDA”) on behalf of all individuals who were employed
10 by Defendants CAVA Group, Inc. and CAVA Mezze Grill, LLC (collectively, “Defendants”) in
11 California as non-exempt employees from March 16, 2023 through the date of this Order.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
13 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
14 2699(I)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
16 2699(I)(2) and having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the
20 above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as
21 fair, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiffs, the State of California, and all Aggrieved
23 Employees are deemed to release, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
25 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
26 alleged, based on the PAGA Period facts stated in the Action and the PAGA Notices, including
27 alleged violations of California Labor Code sections 201, 202, 203, 204, 208, 210, 216, 218, 221,
28 222, 223, 225.5, 226, 226.7, 227.3, 233-234, 245-248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7,

1 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,
2 2699.3, 2800, 2802, and 2810.5.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the State
4 of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any
5 person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA
6 Claims and Released Parties.

7 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendants are directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendants agree to pay Eight Hundred Fifty Thousand
10 Hundred Dollars and No Cents (\$850,000.00) (the “Gross Settlement Amount”). The Maximum Settlement
11 Amount is inclusive of payments to the LWDA and Aggrieved Employees, Plaintiffs’ service awards,
12 attorney’s fees and costs, and settlement administration costs. No portion of the Maximum Settlement
13 Amount will revert to Defendants. Plaintiffs’ Counsel request an award of attorney’s fees of \$283,333.33
14 and reimbursement of actual litigation expenses of \$27,790.50. Defendants do not oppose these requests.
15 The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
16 payments, and directs the Settlement Administrator to make the following payments from the Maximum
17 Settlement Amount:

18 a. \$283,333.83 for attorney’s fees, including \$70,833.33 to Crosner Legal, PC,
19 \$70,833.33 to The Ottinger Firm, P.C., \$70,833.33 to Protection Law Group, LLP, and \$70,833.33
20 to Oktupman Law Firm, A Professional Corporation;

21 b. \$27,790.50 for actual litigation costs and expenses, including \$17,023.35 to Crosner
22 Legal, PC, \$2,917.54 to The Ottinger Firm, P.C., \$5,991.26 to Protection Law Group, LLP, and
23 \$1,678.35 to Otkupman Law Firm, A Professional Corporation; and

24 c. \$12,500.00 for the Administration Expenses Payment to Atticus Administration, LLC,
25 which is approved by the Court as the Settlement Administrator.

26 7. After deducting the foregoing payments, the estimated remainder of approximately
27 \$526,376.17 shall form the Net Settlement Amount (“NSA”). Pursuant to Labor Code section 2699(i), the
28 NSA will then be distributed 75 percent (approximately \$394,782.13) to the LWDA for the LWDA PAGA

1 Payment, and the remaining 25 percent (approximately \$131,594.04) to the Aggrieved Employees on a pro
2 rata basis for the Individual PAGA Payments, as set forth in the Settlement Agreement. The Court approves
3 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
4 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
5 otherwise carry out its duties as set forth in the Settlement Agreement. Any unclaimed funds will be
6 distributed to the California State Controller's Unclaimed Property Fund.

7 8. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).
8 The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil
9 Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration,
10 and interpretation of the Settlement Agreement and this Judgment.

11 **IT IS SO ORDERED AND ADJUDGED.**

12
13
14 Dated: _____

Judge of the Superior Court