

FILED
San Diego Superior Court

JAN 23 2026

Clerk of the Superior Court
By: K. Mulligan, Deputy

(km)

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on behalf of the State of California and all Aggrieved Employees

[Additional Counsel and Party on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DORIAN JEFFCOAT, on behalf of the State
of California and all Aggrieved Employees,

Plaintiff,

v.

SIDECAR DOUGHNUTS LLC, a
California Limited Liability Company; and
DOES 1-100, inclusive,

Defendants.

Case No.: 24CU005608C

Hon.: Blaine K. Bowman

Dept.: C-74

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

Date: January 23, 2026

Time: 8:30 a.m.

Dept.: C-74

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1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiffs Dorian Jeffcoat and Jorge Rodriguez’s Motion for Approval of
3 Settlement under PAGA came before the Court on a regularly noticed motion.

4 Plaintiffs’ Operative Complaint seeks civil penalties on behalf of the State of California
5 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
6 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
7 forth in Plaintiffs’ Operative Complaint and their letters to the Labor Workforce & Development
8 Agency (“LWDA”) dated March 14, 2023, March 31, 2023, and May 18, 2023 (the “LWDA
9 Notice”), on behalf of all current and former non-exempt hourly employees employed by
10 Defendant Defendant Sidecar Donuts LLC dba Sidecar Donuts & Coffee (“Sidecar” or
11 Defendant”) within the State of California who worked for Defendant during the PAGA Period
12 April 12, 2023 through June 24, 2025.

13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
14 and approve any settlement of any civil action filed pursuant to this part.” Labor Code section
15 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
16 Settlement Agreement, including the proposed PAGA penalties under Labor Code section
17 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the
18 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and the Amendment thereto and each
22 of the releases and other terms, as fair, reasonable, and adequate;
- 23 3. The Court finds further that all Aggrieved Employees are deemed to release, on
24 behalf of themselves and their respective former and present representatives, agents, attorneys,
25 heirs, administrators, successors, and assigns, the Released Parties (as defined in the Settlement
26 Agreement) from all claims for PAGA penalties that were alleged, or reasonably could have
27 been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA
28 Notices and ascertained in the course of the Actions including, but not limited to, all

1 statutes/ordinances referenced in the Operative Complaints and the PAGA
2 Notices and corresponding provisions of the California Industrial Welfare Commission Wage
3 Orders and the California Code of Regulations, including but not limited to (1) the California
4 Code of Regulations, Title 8, §11050, (2) Labor Code Sections 201, 202, 203, 204, 208, 210,
5 216, 218.5, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 247,
6 247.5, 248, 248.5, 248.6, 256, 351, 353, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5,
7 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699,
8 2699.3, 2802, and 2810.5, as related to the above claims, including claims for failure to pay
9 minimum wages, failure to pay timely wages during employment, failure to pay wages and
10 overtime wages, failure to properly pay unused vacation pay, failure to properly pay accrued
11 sick days, failure to provide required meal periods, failure to provide required rest periods,
12 failure to furnish accurate itemized wage statements, failure to maintain required records, failure
13 to pay all wages due to discharged and quitting employees, failure to pay reporting time pay,
14 failure to reimburse necessary business expenses, failure to provide suitable resting facilities,
15 failure to pay predictability pay, unlawful deductions, failure to pay final wages at the place of
16 discharge, unlawful inquiries into criminal history, unlawful agreements, unlawful conditions of
17 labor, failure to pay liquidated damages, civil penalties, and premium wages.

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

22 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
23 Defendant is directed to make all payments required by the Settlement Agreement;

24 6. Under the Settlement Agreement, Defendant agrees to pay Two Hundred Eighty Thousand
25 Dollars and No Cents (\$280,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is
26 inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and
27 Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiffs'
28 Counsel request an award of attorney's fees of \$93,333.33 and reimbursement of actual litigation expenses

1 of \$17,789.79. Defendants do not oppose these requests. The Court finds the Gross Settlement Amount is
2 fair, reasonable and adequate, and approves each of these payments, and directs the Settlement
3 Administrator to make the following payments from the Gross Settlement Amount:

4 a. \$93,333.33 in attorney's fees, including \$46,666.66 to Crosner Legal PC and \$46,666.67
5 to D.Law, Inc.;

6 b. \$17,789.79 in litigation costs, including \$5,474.89 to Crosner Legal PC and \$12,314.90 to
7 D.Law, Inc.; and

8 c. \$5,137.00 in administration costs to Simpluris, Inc., which is hereby approved by the Court
9 as Settlement Administrator.

10 7. After deducting the foregoing payments, the estimated remainder of approximately
11 \$163,739.88 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
12 NSA will then be distributed 75 percent (approximately \$122,804.91) to the LWDA, and the remaining
13 25 percent (approximately \$40,934.97) to the Aggrieved Employees on a pro rata basis, as set forth in the
14 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
15 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
16 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
17 Agreement; and

18 8. This document shall constitute a Judgment for purposes of California Rule of Court
19 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under
20 Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction,
21 administration, and interpretation of the Settlement Agreement and this Judgment.

22 **IT IS SO ORDERED.**

23
24
25 Dated: 1-23-26


Judge of the Superior Court

BLAINE K. BOWMAN