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FILED
Superior Court of California
County of Los Angeles
10/01/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GABRIEL TEXCA TORRES, individually and on behalf of all others similarly situated,

Plaintiff,

v.

CHUBBY CATTLE MONTEREY PARK, LLC, a Limited Liability Company; and DOES 1-20, inclusive,

Defendants.

JOSE LUNA, an individual

Plaintiff,

vs.

CHUBBY CATTLE MONTEREY PARK, LLC , a California Limited Liability Company; DAWEI ZHAO, an individual; HAIBIN YANG, an individual; JING SHI, an individual; and DOES 1 through 20, inclusive.

Defendants.

Case No.: 24STCV14179

Assigned For All Purposes To:
Judge: Hon. Elaine Lu
Dept.: 9

~~[PROPOSED]~~ **ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Action Filed: June 6, 2024
Trial Date: None Set

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This matter came on for hearing on October 1, 2026 at 10:00 a.m. in Department 9 of the above-captioned court on the unopposed motion for final approval of a class action and PAGA settlement by Plaintiffs Gabriel Texca Torres and Jose Luna (collectively "Plaintiffs") pursuant to California Rules of Court, Rule 3.769, as set forth in the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") between Plaintiff and Defendants Chubby Cattle Monterey Park, LLC ("Chubby Cattle"), Dawei Zhao, Haibin Yang, and Jing Shi (collectively, "Defendants").

In accordance with the Court's prior Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to request exclusion, comment upon or object to it or to any of its terms. No Class Members objected to the Settlement and no Class Member has excluded themselves from the Settlement. Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court in support of the motions for preliminary and final approval of the Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

No objectors appeared at the duly noticed hearing on the Motion for Final Approval of Class Action Settlement.

1. Pursuant to this Court's Preliminary Approval Order, a Notice of Class Action Settlement was sent to each Settlement Class Member by First Class U.S. mail. The Notice informed the Class Members of the terms of the Settlement, their right to receive their proportional share of the Settlement, their right to request exclusion, their right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the final approval hearing and be heard regarding final approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class objected to the proposed Settlement at or before the final approval hearing.

2. For purposes of this Order and Judgment, the Class is defined as follows: all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period. Class Members who did not timely opt out of the Class are "Participating Class Members." The Class Period is June 6, 2020 to April 3, 2025.

3. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the response of Class Members. The Court finds and determines that the notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

4. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Class Member, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement Agreement, including the release of claims contained therein, should be and hereby are ordered to be consummated. The Court further finds and determines that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

5. Upon the Effective Date and Defendant's funding of the Gross Settlement Amount, Plaintiff and Participating Class Members shall fully and finally release and discharge the Released Parties from any and all Released Claims. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, representatives, predecessors and successors. The "Released Claims" means claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including, without limitation, claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks

(including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to pay reporting time pay, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties except for claims for civil penalties under PAGA. Except as set forth in Section 5.3 of the Amended Class Action Settlement Agreement, Participating Class Members do not release another claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

7. The Court finds and determines that (a) the individual settlement payments to be paid to the Participating Class Members and (b) the payment to the California Labor & Workforce Development Agency as civil penalties under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 *et seq*., as provided for by the Settlement Agreement are fair and reasonable. The Court hereby gives final approval to, and orders the payment of, those amounts be made to the Participating Settlement Class Members and to the California Labor & Workforce Development Agency, in accordance with the terms of the Settlement Agreement.

8. The Court further gives final approval to and orders that Defendant shall pay the $219,675.32 plus Employer Payroll Taxes Escalated Gross Settlement Amount of ~~$212,792.21~~ in accordance with the terms of the Settlement Agreement and that the following payments be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement:

a. $73,225.11 in attorneys' fees to Class Counsel, which is one third of the Gross Settlement Amount;

b. $15,169.01 in litigation costs to Class Counsel;

c. $7,500 Service Payment to Plaintiffs Gabriel Texca Torres amd Jose Luna ($15,000 total) each for their service as class representatives;

d. $6,500 payable to the LWDA;

e. $3,500 payable to the aggrieved employees; and

e. $8,250 in administration fees payable to ILYM Group, Inc. for its services as Settlement Administrator.

After these deductions the Net Settlement Amount available to Participating Class Members is $98,031.20.

Total Settlement Amount:	**$219,675.32**
Minus Court-approved attorneys' fees (one-third):	$ 73,225.11
Minus Court-approved attorneys' costs:	$ 15,169.01
Minus settlement administrator costs:	$ 8,250.00
Minus Service Payment to Plaintiff Gabriel Texca:	$ 7,500.00
Minus Service Payment to Plaintiff Jose Luna	$ 7,500.00
Minus Payment to LWDA:	$ 6,500.00
Minus Payment PAGA Payment to Aggrieved Employees:	$ 3,500.00
Net Settlement Amount:	**$ 98,031.20**

9. Without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement pursuant to California Rule of Court 3.769(h).

10. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce the Parties' obligations under the Settlement Agreement or hereunder, including the requirement that Defendant makes payments to the Participating Class Members.

11. The Court hereby enters final Judgment in this case in accordance with the terms of the Settlement Agreement, Order Granting Preliminary Approval, and this Final Approval Order and Judgment.

12. The Parties are hereby ordered to comply with the terms of the Settlement Agreement.

13. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Order.

14. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

15. In accordance with the Settlement Agreement, settlement checks which are uncashed after One Hundred Eighty (180) days of issuance of the check shall be void. At the time,

the Settlement Administrator shall distribute the uncashed funds to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Settlement Class Members and PAGA Group Members who did not cash their checks until such time that they claim their property.

16. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, to enforce the terms of the judgment, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

17. Class Counsel is ordered to file and serve a Final Report re: Distribution of the settlement funds by October 1, 2027, and a Non-Appearance Case Review re Distribution of Settlement Funds is set for October 8, 2027, 8:30 a.m., Department 9.

18. Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

IT IS SO ORDERED.

10/01/2026

Elaine Lu / Judge