

FILED
Superior Court of California
County of Los Angeles
01/08/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GUDELIA CRUZ, an individual, on behalf
of herself and all similarly situated
employees,

Plaintiff,

v.

SHABASCO, INC. a California Corporation;
EL POLLO LOCO, INC., a California
Corporation; SHABBIR RANGWALA, an
individual; and DOES 1 through 100,
inclusive, ,

Defendants.

Case No. 24STCV21759

~~PROPOSED~~ ORDER APPROVING
PAGA SETTLEMENT

Judge: Hon. Elaine Lu
Dept.: 9

Complaint Filed: August 26, 2024
Trial Date: TBD

On January 7, 2026, a hearing was held on the Unopposed Motion for an Order Approving Settlement Under the California Labor Code Private Attorneys General Act and Entering Order Approving PAGA Settlement. The Court, having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Order which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order that are not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement (“Settlement”).

1 2. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), California
2 Labor Code §§ 2699(s)(2), the Labor and Workforce and Development Agency (“LWDA”) has
3 been given notice of the Settlement. Pursuant to PAGA, on the date the Parties filed the motion
4 seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the
5 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff’s
6 notice of the Settlement complied with the statutory requirements of PAGA.

7 3. The Court confirms approval of the Settlement as to the following group of
8 individuals, referred to in the Parties’ Settlement Agreement as the “Aggrieved Employees”: All
9 persons employed by Shabasco in California and classified as a hourly, non-exempt employee who
10 worked for Shabasco during the PAGA Period.

11 4. This Court has jurisdiction over the subject matter of this litigation, over all
12 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
13 under the Settlement.

14 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
15 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

16 6. The Court appoints Phoenix Settlement Administrators as the Administrator for the
17 Settlement.

18 7. Pursuant to the Settlement Agreement, upon the date Shabasco, Inc. (“Shabasco”)
19 fully funds the entire Gross Settlement Amount, the State of California, and all Aggrieved
20 Employees shall be bound by the following release: All Aggrieved Employees are deemed to
21 release, on behalf of themselves and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for
23 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
24 Period facts stated in the Operative Complaint, and the PAGA Notice.

25 8. Pursuant to the Settlement Agreement, the PAGA Period is from September 4, 2023,
26 to the date this Order is entered.

27 9. Pursuant to the Settlement Agreement, upon the date Shabasco Inc. (“Shabasco”)
28 fully funds the entire Gross Settlement Amount, PAGA Counsel is bound by the following release:

1 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
2 successors and assigns the Released Parties from all claims for all fees and expenses incurred in
3 connection with the Action, the Operative Complaint and the PAGA Period facts stated in the
4 Operative Complaint and the PAGA Notice.

5 10. This Order does not extend to or otherwise affect the ability of any Aggrieved
6 Employee to bring individual, non- representative claims against any of the Defendants for alleged
7 violations of the Labor Code.

8 11. Upon entry of this Order, the clerk of the Court is directed to enter a dismissal of all
9 claims against Defendants except the claim for civil penalties pursuant to Labor Code section 2699,
10 *et seq.*, (the “PAGA Claim”) without prejudice.

11 12. The Court finds that the Gross Settlement Amount and the methodology used to
12 calculate and pay each Individual PAGA Payment, in accordance with the Settlement, are fair and
13 reasonable.

14 13. The Court authorizes the Settlement Administrator to calculate and make the
15 following payments from the Gross Settlement Amount of One Hundred Seventy-Five Thousand
16 Dollars (\$175,000), in accordance with the terms of the Settlement:

17 (a) to PAGA Counsel in this Action its fees of Fifty-Eight Thousand Three
18 Hundred Thirty-Three Dollars and Thirty-Three cents (\$58,333.33), and actual costs
19 of Eleven Thousand, Seven Hundred and Fifty Dollars (\$11,750);

20 (b) to the Administrator for the Administration Expenses Payment, up to, but
21 not exceeding, the sum of Three Thousand, Two Hundred and Fifty Dollars
22 (\$3,250);

23 (c) to the California Labor and Workforce Development Agency, sixty-five
24 percent (65%) of the Gross Settlement Amount less the payments in paragraphs
25 13(a) and (b), above; and

26 (d) to the Aggrieved Employees, each of their pro rata share of the Net
27 Settlement Amount (The Gross Settlement Amount less the payments made in
28 paragraphs 13(a), (b), and (c) above.

1 14. The Court finds that the amounts set forth in 13(a)-(d) are fair and reasonable.

2 15. The Court directs the Administrator to distribute checks to the Aggrieved
3 Employees pursuant to the terms of the Settlement Agreement. Checks for the Individual PAGA
4 Payments sent to Aggrieved Employees shall be valid for one hundred eighty (180) days after
5 issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after one
6 hundred eighty (180) days will be disbursed to the California State Controller's Office Unclaimed
7 Property Fund, in the name of the Aggrieved Employee.

8 16. The Court retains exclusive and continuing jurisdiction over this Action for
9 purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as
10 well as the Settlement.

11 17. Nothing in this Order or the Settlement shall be construed as an admission or
12 concession by any party. The Settlement and this resulting Order simply represent a compromise
13 of disputed allegations.

14 18. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
15 their own costs and attorneys' fees in connection with the PAGA Settlement.

16 19. Plaintiffs are directed to submit a copy of this order to the LWDA within ten (10)
17 days of the date of this Order.

18 20. A report concerning the amount of money distributed and/or uncashed checks shall
19 be filed on or before January 7, 2027, and a Final Accounting Hearing
20 (nonappearance) is scheduled for January 14, 2027 at 8:30 am. Upon completion of the Court's
21 review of the administration of the Settlement, the Court will dismiss the PAGA Claim with
22 prejudice.

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

24

25

26 Dated: 01/08/2026



27 By:

Elaine Lu

Elaine Lu / Judge

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE