

FILED

Superior Court of California
County of Los Angeles

10/16/2025

David W. Stanton, Executive Officer / Clerk of Court

By: J. Marquez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Diego Terrones, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

TRB, LLC d/b/a Tin Roof Bistro, a
California limited liability company;
Simms Restaurants, LLC, California
limited liability company; Thomas M.
Simms, Jr., an individual; and Does 1-
100;

Defendants.

CASE NO. 24STCV32371

[Assigned for all purposes to the Hon.
Daniel M. Crowley; Dept. 71]

PAGA ACTION

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT PURSUANT TO THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA") AND
ENTERING JUDGMENT

Date: September 19, 2025

Time: 8:30 a.m.

Dept.: 71

Res. ID.: 474398684106

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3. The Court hereby enters Judgment in accordance with the terms of the

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~~[PROPOSED]~~ ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO PAGA

1 to reasonably evaluate their respective positions in reaching the Settlement.

2 6. The Court further finds that the Settlement is, in all respects, fair, adequate,
3 and reasonable, consistent and compliant with all applicable requirements of the California
4 Code of Civil Procedure, the California and United States Constitutions, including the Due
5 Process clauses, the California Rules of Court, and any other applicable law, and in the best
6 interests of each of the State and the PAGA Settlement Members.

7 7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the
8 Settlement to the California Labor and Workforce Development Agency ("LWDA") in
9 accordance with California Labor Code § 2699(l)(2). and the LWDA did not take action in
10 response to that submission as of the date of this Order. The

11 8. The Court finds and determines that the LWDA Payment is fair, reasonable,
12 and appropriate under PAGA's requirements. The Court hereby approves and orders the
13 LWDA Payment be made to the LWDA in accordance with the Settlement Agreement.

14 9. The Court finds and determines that the Individual PAGA Settlement Member
15 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as
16 their share of civil penalties in this case are fair and reasonable and consistent with PAGA's
17 requirements for allocation of penalties. The Court hereby approves and orders the payment
18 of those amounts to be made to the PAGA Settlement Members in accordance with the
19 Settlement Agreement, including as to providing Notice as set forth in the Settlement.

20 10. The Court finds and determines that the capped fees and expenses in
21 administering the Settlement by Simpluris, Inc. in the amount of \$5,000 are fair and
22 reasonable. The Court hereby approves and orders that the payment of that amount to
23 Simpluris from the Gross Settlement Amount in accordance with the Settlement Agreement.

24 11. Pursuant to the terms of the Settlement Agreement, and the evidence and
25 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
26 for attorneys' fees in the amount of one-third of the Gross Settlement Amount, or
27 \$23,333.33, as fair, reasonable and appropriate.³ The Court hereby orders the Settlement

28 ³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's

1 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
2 Amount in accordance with the terms of the Settlement Agreement.

3 12. Pursuant to the terms of the Settlement Agreement, and the evidence and
4 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request
5 for reimbursement of actual and incurred litigation costs in the amount of \$10,898.10. The
6 Court finds this amount to be fair and reasonable. The Court hereby orders the Settlement
7 Administrator to make this payment to Plaintiff's Counsel from the Gross Settlement
8 Amount in accordance with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement Agreement, and the evidence and
10 arguments submitted by Plaintiff's Counsel, the Court approves a service payment of
11 \$10,000 to the Named Plaintiff and PAGA Representative, Brian Rubio. The Court finds this
12 amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to
13 make this payment to Plaintiff from the Gross Settlement Amount in accordance with the
14 terms of the Settlement Agreement.

15 14. Upon completion of administration of the Settlement as set forth below, the
16 PAGA Settlement Members and the State release Defendants TRB, LLC, Simms
17 Restaurants, LLC, and Thomas M. Simms, Jr., and its former and present officers, directors,
18 employees, shareholders, members, attorneys, insurers, predecessors, successors, assigns,
19 subsidiaries, affiliates, and agents, from claims for civil penalties under PAGA that were
20 alleged, or reasonably could have been alleged, based on the facts stated in the operative
21 Complaint or PAGA Notice during the period from October 3, 2023 through October 23,
22 2024.

23 15. The Settlement Agreement is not an admission by Defendants, nor is this
24 Order and Judgment a finding of validity as to any allegations by Plaintiff or of any Labor
25 Code violations or other wrongdoing by Defendants or any other Releasees. Neither this
26 Order and Judgment, the Settlement Agreement, or any other documents referred to
27 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or

28 _____
Counsel in the lodestar cross-check to be fair and reasonable in light of their background,
experience, and quality of representation.

1 may be used as, an admission of any violations, fault, wrongdoing, omission, or liability
2 whatsoever by or against Defendants or other Releasees.

3 16. Without affecting the finality of this Order or the Entry of Judgment in any
4 way, the Court retains jurisdiction of all matters relating to the interpretation,
5 administration, implementation, effectuation, and enforcement of this Order and the
6 Settlement.

7 17. Nothing in this order shall preclude any action to enforce the Parties'
8 obligations under the Settlement or under this Order, including the requirement that
9 Defendant fund the Gross Settlement Amount in accordance with the Settlement
10 Agreement. The Parties will bear their own costs and attorneys' fees except as otherwise
11 provided by this Court's Order and as provided for in the Settlement Agreement.

12 18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of
13 this order within ten (10) calendar days after the Court's entry of this Order.

14 19. Upon completion of administration of the Settlement, the Settlement
15 Administrator will provide written certification of such completion to the Court and counsel
16 for the Parties that shall be filed with the Court five (5) court days before the non-appearance
17 compliance hearing set for June 12, 2026, ~~2025~~ at 8:30 [a.m./~~p.m.~~], in Department

18 71. The parties are ordered to file a Joint Status Report by June ~~7~~, 2026.

19
20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

21
22 DATED: 10/16/2025



A handwritten signature in black ink, appearing to read "D. Crowley", is written over a horizontal line.

23 The Honorable Daniel M. Crowley
24 Daniel M. Crowley / Judge