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MARCOS O. RODRIGUEZ-CORONA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

(UNLIMITED JURISDICTION)

MARCOS O. RODRIGUEZ-CORONA,

Case No.: 25-CIV-07290

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Plaintiff,

vs.

Action filed: September 17, 2025

Hearing Date: February 18, 2027

Hearing Time: 2:30 p.m.

Hearing Dept: 2, Hon. Marc A. McCannon

LA TAPATIA LLC, a California limited
liability company; HUMBERTO
CAMPOS, an individual; BARBARA
HARO, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

1 Under Labor Code section 2699(s)(2) of the California Private Attorneys General Act of
2 2004 ("PAGA"), the Unopposed Motion of Plaintiff Marcos O. Rodriguez-Corona ("Plaintiff")
3 for Approval of Settlement under PAGA came before this Court on February 18, 2027.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 PAGA notice letter to the California Labor Workforce and Development Agency ("LWDA"),
8 dated December 16, 2024 (the "LWDA Letter"), on behalf of all persons within the State of
9 California who are or were employed on a non-exempt basis by Defendants La Tapatia, LLC,
10 Humberto Campos, and Barbara Haro (collectively "La Tapatia" or "Defendants") from
11 December 16, 2023 through June 30, 2026 (the "Aggrieved Employees").

12 Under PAGA, in any action brought by an Aggrieved Employee, the Court "shall
13 review and approve any settlement of any civil action filed pursuant to this part." *Lab. Code*,
14 § 2699, subd. (s)(2). Accordingly, the Court, having considered the proposed settlement set
15 forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code
16 section 2699, subdivision (s)(2), having considered the papers filed in support of the proposed
17 settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS
18 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
21 of the above-captioned action, as set forth in the PAGA Settlement Agreement between the Parties
22 and each of the releases and other terms, as fair, just, reasonable, and adequate;
- 23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
24 California, by operation of this Order and Judgment hereby releases and forever discharges
25 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
26 Released PAGA Claims (as defined in the Settlement Agreement) including penalties asserted in
27 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties under
28 PAGA that arise;

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties;

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

6 6. Under the Settlement Agreement, Defendants agrees to pay a maximum sum of Thirty-
7 Five Thousand Dollars (\$35,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount
8 is inclusive of payments to the LWDA and Aggrieved Employees, PAGA Counsel's Fees Payment
9 and Litigation Expenses Payment, and the Administration Expenses Payment. No portion of the Gross
10 Settlement Amount will revert to Defendants, instead it will go to the Cy Pres recipient, Bay Area Legal
11 Aid of San Mateo County. Plaintiff's Counsel requests an award of attorney's fees of Eleven Thousand
12 Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$11,666.67) and litigation expenses of Four
13 Thousand Seven Hundred Seventy-Four Dollars and Eighty-Nine Cents (\$4,774.89). The settlement
14 administrator, ILYM Group, Inc., requests administration costs of no more than Three Thousand Five
15 Hundred Dollars and Zero Cents (\$3,500.00). Defendants do not oppose these requests. The Court finds
16 the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments,
17 and directs the Settlement Administrator to make the above payments to payments from the Gross
18 Settlement Amount as follows:

- 19 a. \$11,666.67 in attorney's fees to MM Law, APC;
20 b. \$4,774.89 in litigation costs to MM Law, APC;
21 c. \$3,500.00 in administration costs to ILYM Group, Inc.; and
22 d. After deducting the foregoing payments, the estimated remainder of approximately
23 \$15,058.44 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(i), the
24 Net Settlement Amount will then be distributed 65 percent (\$9,787.99) to the LWDA, and the
25 remaining 35 percent (\$5,270.45) to the Aggrieved Employees on a pro rata basis, as set forth in
26 the Settlement Agreement. The Court approves these payments and directs the Settlement
27 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
28 of PAGA Settlement, and to otherwise carry out its duties as set forth in the Settlement
Agreement.

1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement.

6 8. The Court sets a Compliance Hearing re: Distribution on _____,
7 2027, at _____ a.m./p.m. in Department 2 of the San Mateo County Superior Court.

8
9 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

10
11 DATED: _____

HON. MARC A. McCANNON
JUDGE OF THE SUPERIOR COURT