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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TATIANA BOVE, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

S&B RESTAURANT GROUP LLC dba
CHICK-FIL-A, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No. 23STCV02528

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: November 15, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on November 15, 2024, before the above-
4 entitled Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiff
5 TATIANA BOVE ("Plaintiff"). Fishman, Larsen & Callister appeared on behalf of Defendant
6 S&B Restaurant Group LLC dba Chick-fil-A (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
15 23STCV02528, entitled *Tatiana Bove v. S&B Restaurant Group LLC* and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On July 29, 2024, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on August 22, 2024.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the
28 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was October 7, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$300,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to
13 allow the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
23 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
24 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$20,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$15,000.00 (75% of the PAGA Payment) to the LWDA and
5 \$5,000.00 (25% of the PAGA Payment) to the Aggrieved Employees is fair and reasonable and
6 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

8 10. The Agreement provides for a payment of Attorneys' Fees and Litigation
9 Costs in the amount of up to One Hundred Twenty-Five Thousand Dollars and Zero Cents
10 (\$125,000.00). Subject to Court approval, the Attorneys' Fees and Litigation Costs consists of
11 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or One Hundred
12 Thousand Dollars and Zero Cents (\$100,000.00) and reimbursement of costs and expenses in the
13 amount of Sixteen Thousand, One Hundred Fifty-Two Dollars and Forty-Five Cents (\$16,152.45).

14 11. A payment of Attorneys' Fees and Litigation Costs of One Hundred Sixteen
15 Thousand, One Hundred Fifty-Two Dollars and Forty-Five Cents (\$116,152.45) comprised of
16 attorneys' fees in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00)
17 and reimbursement of costs and expenses in the amount of Sixteen Thousand, One Hundred Fifty-
18 Two Dollars and Forty-Five Cents (\$16,152.45) is reasonable in light of the contingent nature of
19 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class
20 Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
21 reasonable, and is supported by Class Counsel's lodestar.

22 **Class Representative Payment**

23 12. The Agreement provides for a Class Representative Payment of up to Ten
24 Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Tatiana Bove, subject to the Court's
25 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)
26 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
27 litigation.

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13. The Agreement provides for Administration Expenses Payment to be paid in an amount not to exceed \$9,000.00. The Declaration of the Administrator provides that the actual claims administration expenses were \$9,000.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

ORDERS

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

2. There are 398 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs to the Settlement.

4. Defendant shall fully fund the Gross Settlement Amount on the Funding Dates. In exchange, the Class Members shall release the “Released Parties” from the “Released Class Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the “Released PAGA Claims.”

a. “Released Parties” means Defendant and all of its respective current and former partners, parents, subsidiaries, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, officers, directors, managing agents, exempt-employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives.

1 b. “Released Class Claims” are defined as all class claims alleged, or
2 reasonably could have been alleged based on the facts alleged, in the operative complaint in the
3 Action which occurred during the Class Period, and expressly excluding all other claims,
4 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
5 social security, workers’ compensation, and class claims outside of the Class Period.

6 c. “Aggrieved Employees” are defined as all employees who worked
7 for Defendant in California in a non-exempt position at any time during the period of December 1,
8 2021, to January 9, 2024. (“PAGA Period”).

9 d. “Released PAGA Claims” are defined as all PAGA claims alleged in
10 the operative complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred
11 during the PAGA Period, and expressly excluding all other claims, including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, and PAGA claims outside of the PAGA Period.

14 5. Class Counsel are awarded Attorneys’ Fees and Litigation Costs in the
15 amount of \$116,152.45 comprised of attorneys’ fees in the amount of One Hundred Thousand
16 Dollars and Zero Cents (\$100,000) and reimbursement of costs and expenses in the amount of
17 Sixteen Thousand, One Hundred Fifty-Two Dollars and Forty-Five Cents (\$16,152.45). Class
18 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
19 Plaintiff, or members of the Class.

20 6. The payment of the Class Representative Payment to the Plaintiff in the
21 amount of \$10,000.00 is approved.

22 7. The payment of \$9,000.00 to the Administrator for Administration
23 Expenses Payment is approved.

24 8. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
25 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
26 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
27 fraud or collusion.

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1 9. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Participating Class Member.

3 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
4 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
5 Act ("PAGA").

6 11. The Court further finds and determines that Class Counsel satisfied
7 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
8 claims arising under the Private Attorney General Act ("PAGA") on July 2, 2024.

9 12. The Court orders Class Counsel to comply with California Labor Code §
10 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
11 Court's entry of this Order.

12 13. The Agreement is not an admission by Defendant, nor is this Final
13 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
14 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
15 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
16 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
17 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
18 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
19 concession with regard to the denials or defenses by Defendant and shall not be offered in
20 evidence in any action or proceeding against Defendant in any court, administrative agency or
21 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
22 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
23 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
24 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
25 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
26 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
27 claims being released by the Settlement.

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1 14. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
3 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
4 Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the
5 Notice Packet.

6 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 16. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15
16 **IT IS SO ORDERED.**

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18 DATED: _____, 2024

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20 _____
21 Hon. Stuart M. Rice
22 JUDGE OF THE SUPERIOR COURT
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