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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JAMES E. AGUILAR, an individual; PAMELA
CAZARES, an individual, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

T & K, L.P., a California Limited Partnership;
and DOES 1-50, Inclusive.

Defendants.

Case No. 21CV384674

~~PROPOSED~~
JUDGMENT

AMENDED

Hearing Date: October 26, 2023
Hearing Time: 1:30 p.m.
Department: 1

Trial Date: None
Action Filed: July 23, 2021

1 Plaintiffs' motion for an order finally approving the Joint Stipulation and Agreement for
2 Class and Representative Action Settlement and Release ("Agreement") and Motion for Class
3 Counsel Attorneys' Fees and Expenses Payment and Service Awards duly came on for hearing on
4 October 26, 2023, before the above-entitled Court. The parties having settled this action and the
5 Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA
6 Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as all individuals who are or previously were employed by T&K,
10 L.P. ("Defendant") in California and classified as a non-exempt employee at any time during the
11 period from July 23, 2017 to October 29, 2022 ("Class Period").

12 2. All persons who meet the foregoing definition are members of the Settlement
13 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
14 Class. There are 1,904 Class Members who worked for Defendant during the Class Period. After
15 providing Notice to the Class, there are eight opt-outs and zero objections to the Settlement.

16 3. Except as set forth in the Agreement, the Order Granting Motion for Final
17 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
18 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
19 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
20 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

21 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
23 supervise and adjudicate any dispute arising from or in connection with the distribution of
24 settlement benefits.

25 5. As of the date the Defendant funded the Maximum Settlement Amount, each Class
26 Member who has not validly opted out, has released the "Released Class Claims" against the
27 Defendant and all of the "Released Parties" as set forth in the Agreement.

28 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

1 (a) The Released Class Claims are defined as all claims that were alleged or
2 reasonably could have been alleged in the Complaint based on the facts contained therein, arising
3 during the Class Period, including, but not limited to, California Labor Code sections 200, 201,
4 201.3, 201.5, 202, 201.3, 202, 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7,
5 246, 510, et seq., 512, 515, 558, 1174, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199,
6 2802, 2804, 2698 et seq., 2699, 2699.3, 2699.5, and any federal counterparts, Code of Civil
7 Procedure sections 382, 395, 395.5, 410.10, 474, and any federal counterparts, California Business
8 and Professions Code section 17200, et seq., 17203, any IWC Wage Orders, any claims involving
9 any alleged unfair competition in violation of Cal. Bus. & Prof. Code § 17200, et seq., failure to
10 pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1, failure to pay
11 overtime wages in violation of Cal. Lab. Code §§ 510, et. seq., failure to provide required meal
12 periods in violation of Cal. Lab Code §§ 226.7 & 512 and the applicable IWC Wage Order, failure
13 to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable
14 IWC Wage Order, failure to provide accurate itemized statements in violation of Cal. Lab. Code
15 §§ 226, 226.2, failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202, and
16 203, failure to timely pay wages in violation of Cal. Lab. Code § 204, failure to reimburse
17 employees for required expenses in violation of Cal. Lab. Code § 2802, and unpaid wages due to
18 alleged off the clock work.

19 (b) The “Released Parties” means Defendant, Taco Bell Corp., Yum! Brands,
20 Inc. and all of their respective current and former partners, parents, subsidiaries, predecessors,
21 successors, joint employers, and their affiliated entities, and each of their respective owners,
22 officers, directors, managing agents, exempt-employees, partners, shareholders, agents, and any
23 other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims
24 representatives.

25 7. As of the date the Defendant funded the Maximum Settlement Amount, the
26 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
27 each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims”
28 for the “PAGA Period” as set forth in the Agreement.

1 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
2 below:

3 (a) The Aggrieved Employees are defined all individuals who are or previously
4 were employed by Defendant in California and classified as a non-exempt employee at any time
5 during the period from May 19, 2020 through October 29, 2022 (“PAGA Period”).

6 (b) The Released PAGA Claims are defined as all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the facts stated in the
8 complaint, first amended complaint, and PAGA notice provided to the LWDA pursuant to Labor
9 Code section 2699.3, subd. (a), including but not limited to, claims involving Labor Code sections
10 200, 201, 201.3, 201.5, 202, 201.3, 202, 203, 204, 205.5, 206.5, 210, 218.5, 218.6, 226, 226.2,
11 226.3, 226.7, 246, 510, et seq., 512, 515, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14,
12 1198, 1199, 2802, 2804, 2698 et seq., 2699, 2699.3, 2699.5, the applicable IWC Wage Order, any
13 alleged failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197 & 1197.1,
14 failure to pay overtime wages in violation of Cal. Lab. Code §§ 510, et seq., failure to provide
15 required meal periods in violation of Cal. Lab Code §§ 226.7 & 512 and the applicable IWC Wage
16 Order, failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and
17 the applicable IWC Wage Order, failure to provide accurate itemized statements in violation of
18 Cal. Lab. Code §§ 226, 226.2, failure to provide wages when due in violation of Cal. Lab. Code §§
19 201, 202, and 203, failure to timely pay wages in violation of Cal. Lab. Code § 204, failure to
20 reimburse employees for required expenses in violation of Cal. Lab. Code § 2802, and unpaid
21 wages due to alleged off the clock work, that occurred during the PAGA Period.

22 9. This Court hereby grants final approval and awards the following: (i) \$680,901.41
23 for the Class Counsel Attorneys’ Fees and Expenses Payment comprised of one-third of the Gross
24 Settlement Amount, or Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and
25 Sixty-Six Cents (\$666,666.66) and costs and expenses in the amount of Fourteen Thousand Two
26 Hundred Thirty-Four Dollars and Seventy-Five Cents (\$14,234.75); (ii) the Service Awards to
27 Class Representatives, James Aguilar and Pamela Cazeres, of Ten Thousand Dollars and Zero
28 Cents (\$10,000.00) each; (iii) Administrative Expenses of Twenty-Five Thousand Dollars and

1 Zero Cents (\$25,000.00) to ILYM Group, Inc.; (iv) Seventy-Five Thousand Dollars and Zero
2 Cents (\$75,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development
3 Agency ("LWDA PAGA Payment"); and (v) Twenty-Five Thousand Dollars and Zero Cents
4 (\$25,000.00) (25% of the PAGA Payment) to the Aggrieved Employees.

5 10. **Pursuant to the Declaration of Makenna Snow of ILYM Group, Inc., a total of**
6 **\$194,408.05 remains uncashed after the July 10, 2024, check cashing deadline date. Within**
7 **(30) days of entry of this Amended Judgement, the uncashed settlement funds in the amount**
8 **of \$194,408.05 shall be disbursed to the Cy Pres: Child Advocated of Silicon Valley**

9 11. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12
13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
14 **ORDERED.**

15
16 DATED: 8/21/2024 2:31:12 PM

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19  Hon. Charles Adams
20 Judge, Superior Court for the State of California,
21 County of Santa Clara
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