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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

JOSE RAMON DE LA CRUZ, an individual,
on behalf of himself, and on behalf of all
persons similarly situated,

Plaintiff,

v.

GALPAO GAUCHO TWO, LLC, a Texas
limited liability company; GALPAO
GAUCHO THREE, LLC, a California limited
liability company; GALPAO GAUCHO FOUR
LLC, a California limited liability company;
GALPAO GAUCHO FIVE LLC, a California
limited liability company; GALPAO
GAUCHO EIGHT LLC, a California limited
liability company; GALPAO GAUCHO NINE
LLC, a California limited liability company;
and DOES 1-50, Inclusive,

Defendants.

Case No. C23-01770

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL**

Date: June 26, 2025

Time: 9:00 a.m.

Judge: Hon. Edward G. Weil
Dept.: 39

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Class Representative Service Award duly came on for hearing on June 26, 2025, before the
4 above-entitled Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of
5 Plaintiff JOSE RAMON DE LA CRUZ ("Plaintiff"). Farella Braun + Martell LLP appeared on
6 behalf of Defendants Galpao Gaucho Two, LLC, Galpao Gaucho Three, LLC, Galpao Gaucho
7 Four LLC, Galpao Gaucho Five LLC, Galpao Gaucho Eight LLC, and Galpao Gaucho Nine LLC
8 (hereinafter "Defendants").

9 **I. FINDINGS**

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

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

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Contra Costa ("Court"), Case No. C23-01770,
16 entitled *Jose Ramon De La Cruz v. Galpao Gaucho Two, LLC, et al.* and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On February 20, 2025, and again on April 11, 2025, the Court granted
20 preliminary approval of a class-wide settlement. At the same time the court approved certification
21 of a provisional settlement class for settlement purposes only. The Court confirms this Order and
22 finally approves the settlement and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on April 22, 2025.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
27 the circumstances and was reasonably calculated to communicate actual notice of the litigation
28

1 and the proposed settlement to the members of the Class Members. The Court finds that the
2 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was June 9, 2025. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$985,516.67.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. No objections were received. No requests for exclusion were
20 received.

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

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

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

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$30,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$22,500.00 (75% of the PAGA Payment) to the LWDA and
7 \$7,500.00 (25% of the PAGA Payment) to the Aggrieved Employees is fair and reasonable and
8 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

9 **Class Counsel Award**

10 10. The Agreement provides for a payment of a Class Counsel Award in the
11 amount of up to Three Hundred Fifty-One Thousand Thirty-Four Dollars and Nineteen Cents
12 (\$351,034.19). Subject to Court approval, the Class Counsel Award consists of attorneys' fees
13 equal to one-third (1/3) of the Gross Settlement Amount, or Three Hundred Twenty-Eight
14 Thousand Five Hundred Five Dollars and Fifty-Six Cents (\$328,505.56) and reimbursement of
15 costs and expenses in the amount of Twenty-Two Thousand Five Hundred Twenty-Eight Dollars
16 and Sixty-Three Cents (\$22,528.63).

17 11. A payment of Class Counsel Award of Three Hundred Fifty-One Thousand
18 Thirty-Four Dollars and Nineteen Cents (\$351,034.19) comprised of attorneys' fees in the amount
19 of Three Hundred Twenty-Eight Thousand Five Hundred Five Dollars and Fifty-Six Cents
20 (\$328,505.56) and reimbursement of costs and expenses in the amount of Twenty-Two Thousand
21 Five Hundred Twenty-Eight Dollars and Sixty-Three Cents (\$22,528.63) is reasonable in light of
22 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common
24 fund, which is reasonable, and is supported by Class Counsel's lodestar.

25 **Class Representative Service Award**

26 12. The Agreement provides for a Class Representative Service Award of up to
27 Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Jose Ramon De La Cruz, subject
28 to the Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents

1 (\$10,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
2 action litigation.

3 **Settlement Administration Expenses**

4 13. The Agreement provides for Settlement Administration Expenses to be paid
5 in an amount not to exceed \$13,950.00. The Declaration of the Administrator provides that the
6 actual claims administration expenses were \$13,950.00. The amount of this payment is reasonable
7 in light of the work performed by the Administrator.

8 **II. ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

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

12 “All persons who are or previously were employed by Defendants Galpao Gaucho
13 Two, LLC, Galpao Gaucho Three, LLC, Galpao Gaucho Four LLC, Galpao
14 Gaucho Five LLC, Galpao Gaucho Eight LLC, or Galpao Gaucho Nine LLC in
15 California and classified as non-exempt employees during the period from July 20,
16 2019 to July 1, 2024.”

17 2. There are 1,302 members of the Class. Every person in the Class who did
18 not opt out is a Participating Class Member. After providing Notice to the Class, there are zero
19 opt-outs to the Settlement.

20 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
21 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
22 this Order and the terms of the Agreement.

23 4. Defendants shall fully fund the Gross Settlement Amount on the Funding
24 Date. In exchange, the Class Members shall release the “Released Parties” from the “Released
25 Class Claims” and the “Aggrieved Employees” shall release the “Released Parties” from the
26 “Released PAGA Claims.”

27 a. “Released Parties” means Defendants and any of their past, present
28 and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and all

1 entities that could be held to be joint employers, as well as each of its or their past, present, and
2 future officers, directors, employees, partners, members, shareholders, and agents, attorneys,
3 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

4 b. “Released Class Claims” means all class claims alleged, or
5 reasonably could have been alleged based on the facts alleged, in the operative complaint in the
6 *Jose Ramon De La Cruz v. Galpao Gaucho Two, LLC et. al.* Action which occurred during the
7 Class Period, and expressly excluding all other claims, including claims for vested benefits,
8 wrongful termination, unemployment insurance, disability, social security, workers’
9 compensation, and class claims outside the Class Period.

10 c. “Aggrieved Employees” shall mean all non-exempt employees who
11 are or previously were employed by any of the Defendants in California at any time during the
12 PAGA Period.

13 d. “Released PAGA Claims” means all PAGA claims alleged in the
14 operative complaint in the Action matter and Plaintiff’s PAGA notice to the LWDA which occurred
15 during the PAGA Period, and expressly excluding all other claims, including claims for vested
16 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
17 compensation, and PAGA claims outside of the PAGA Period.

18 5. Class Counsel are awarded Class Counsel Award in the amount of
19 \$351,034.19 comprised of attorneys’ fees in the amount of Three Hundred Twenty-Eight
20 Thousand Five Hundred Five Dollars and Fifty-Six Cents (\$328,505.56) and reimbursement of
21 costs and expenses in the amount of Twenty-Two Thousand Five Hundred Twenty-Eight Dollars
22 and Sixty-Three Cents (\$22,528.63). Class Counsel shall not seek or obtain any other
23 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

24 6. The payment of the Class Representative Service Award to the Plaintiff in
25 the amount of \$10,000.00 is approved.

26 7. The payment of \$13,950.00 to the Settlement Administration Expenses is
27 approved.

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1 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
2 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
3 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
4 fraud or collusion.

5 9. The Net Settlement Amount available for distribution to the Settlement
6 Class Members is estimated to be \$580,521.37 and is calculated by subtracting the Class Counsel
7 Award (\$351,034.19), the Class Representative Service Award (\$10,000.00), the Settlement
8 Administration Expenses (\$13,950.00), and the PAGA Payment (\$30,000.00) from the Gross
9 Settlement Amount (\$985,516.67).

10 10. Final Judgment is hereby entered in this action. The Final Judgment shall
11 bind each Participating Class Member.

12 11. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
13 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
14 Act ("PAGA").

15 12. The Court further finds and determines that Class Counsel satisfied
16 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
17 claims arising under the Private Attorney General Act ("PAGA") on September 24, 2024, and
18 again on June 2, 2025.

19 13. The Court orders Class Counsel to comply with California Labor Code §
20 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
21 Court's entry of this Order.

22 14. The Agreement is not an admission by Defendants, nor is this Final
23 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
24 wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document
25 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
26 be used as an admission by or against Defendants of any fault, wrongdoing, or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
28 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an

1 admission or concession with regard to the denials or defenses by Defendants and shall not be
2 offered in evidence in any action or proceeding against Defendants in any court, administrative
3 agency or other tribunal for any purpose as an admission whatsoever other than to enforce the
4 provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or
5 release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any
6 other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
7 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
8 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
9 claims being released by the Settlement.

10 15. Notice of entry of this Final Approval Order and Judgment shall be given to
11 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
12 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
13 Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the
14 Notice Packet.

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

19 17. If the Settlement does not become final and effective in accordance with the
20 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
21 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
22 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
23 be vacated.

24 **IT IS SO ORDERED.**

25 DATED: _____, 2025

26
27 _____
28 Hon. Edward G. Weil
JUDGE OF THE SUPERIOR COURT