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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

PORSCHÉ BARRETT and LAELAH
GROSS, individuals, on behalf of themselves,
and on behalf of all other aggrieved
employees,

Plaintiffs,

v.

ARMADILLO HOLDINGS, LLC dba
TEXAS ROADHOUSE, a Nevada Limited
Liability Company; and Does 1 through 50,
Inclusive,

Defendant.

Case No.: CV-22-003127

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

Hearing Date: January 29, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. John D. Freeland

Dept.: 23

1 Plaintiff Porsche Barrett (hereinafter, "Plaintiff") moved for approval of the proposed
2 settlement of Plaintiff's claims for civil penalties under the California Labor Code Private
3 Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699(s), against
4 defendant Armadillo holdings LLC *dba* Texas Roadhouse ("Defendant"). Plaintiff seeks approval
5 of the settlement, including the Gross Settlement Amount of \$1,550,000.00. The Stipulation of
6 Settlement of PAGA Action and Release of PAGA Claims (the "Agreement") provides that from
7 the Gross Settlement Amount, there shall be a deduction of PAGA Counsel Award consisting of
8 attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is \$516,666.67
9 and costs and expenses not to exceed \$30,000.00, and payment of Claims Administration Costs in
10 an amount not to exceed \$14,990.00. The Labor Workforce Development Agency ("LWDA") was
11 provided with notice of the settlement and the motion via its online filing portal and no objection
12 has been received to the settlement or the motion.

13 Following the Court's approval of the Settlement and upon Defendant's funding of the
14 Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, Plaintiff,
15 the LWDA and the State of California release the Released Parties from the Released PAGA Claims
16 for the PAGA Period. The Released Parties are defined as Defendant, and its past, present, and
17 future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors,
18 assigns, officers, officials, directors, attorneys, personal representatives, executors, and
19 shareholders. The Released PAGA Claims include any claims under the California Private
20 Attorneys General Act of 2004 contained in the operative Complaint or that could have been raised
21 in the operative Complaint based on the allegations set forth therein, including, but not limited to,
22 claims based on alleged violations of California Labor Code sections 201-203, 204, 218.5, 218.6,
23 221, 226, 226.2, 226.3, 226.7, 246, 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
24 1197.14, 1198, 1198.5, 1199, 2802, 2804, and 2698, et seq., and the applicable IWC Wage Orders,
25 during the PAGA Period, and expressly excluding all other claims, including claims for vested
26 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
27 compensation, and PAGA claims outside of the PAGA Period. The PAGA Period is the period
28 between May 4, 2021, to August 12, 2025.

1 Good cause appearing based on the reasons set forth in the motion for approval, the Court
2 hereby GRANTS the Motion and approves the PAGA settlement as set forth as follows: (1)
3 \$516,666.67 shall be paid to PAGA Counsel for payment of attorneys' fees; (2) \$14,779.67 shall
4 be paid to PAGA Counsel for reimbursement of actually incurred litigation expenses; and (3)
5 \$14,990.00, shall be paid to the Settlement Administrator for the cost of administration of the
6 settlement. After these deductions, the amount remaining is the Net Settlement Amount in an of
7 \$1,003,563.66, which shall be allocated and paid out as set forth in the Agreement and in
8 accordance with Labor Code section 2699(m).

9 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,
10 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
11 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
12 the distribution of settlement benefits.

13 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
14 **ENTERED ACCORDINGLY.**

15
16
17 DATED: _____

18 _____
HON. JOHN D. FREELAND