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FILED
Superior Court of California
County of Los Angeles
03/20/2023

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11
12 ARLIS VILLALTA, an individual; ERIKA
GIL, an individual; and KATTYA ZAVALA,
13 an individual; on behalf of themselves and all
others similarly situated;

14 Plaintiffs,

15 v.

16
17 LEONARDO’S RESTAURANT, INC., a
California corporation; LA BOOM, INC., a
18 California corporation; LA NORIA, INC.; LA
NORIA ENTERTAINMENT, INC., a
19 California corporation; LEBA, INC., a
California corporation; FERMAX, INC., a
20 California corporation; LEOLO, INC., a
California corporation; LEONARDO LOPEZ,
21 an individual; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO. BC542133

CLASS ACTION

[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SS-7]

[PROPOSED] JUDGMENT

1 Plaintiffs Arlis Villalta, Erika Gil, and Katty Zavala’s (“Plaintiffs”) Motion for Final
2 Approval of a Class Action Settlement came before this Court, on March 9, 2023 and continued to
3 March 14, 2023, the Honorable Judge Lawrence P. Riff presiding. The Court having considered the
4 papers submitted in support of the motion of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants Final Approval of the class action and representative settlement
6 reached in this action based upon the terms set forth in the Amended Stipulation of Class and
7 Representative Action Settlement (the “Settlement Agreement”), attached as **Exhibit 3** to the
8 Declaration of Matthew J. Matern in Support of Plaintiffs’ Motion for Final Approval of Class Action
9 Settlement filed with the Court on February 14, 2023. All terms used herein shall have the same
10 meaning as defined in the Settlement Agreement. The Court finds that the terms of the settlement set
11 forth in the Settlement Agreement are fair, adequate and reasonable to the Class.

12 2. The Court finds that the Settlement falls within the range of reasonableness and appears
13 to be presumptively valid.

14 3. The Court finds that extensive investigation and research have been conducted, such
15 that counsel for the parties are able to reasonably evaluate their respective positions. The Court finds
16 that the Settlement will avoid substantial additional costs to all parties, as well as avoid the delay and
17 risks that would be presented by the further prosecution of the Action. The Court finds that the
18 Settlement has been reached as the result of intensive, serious, and non-collusive arms-length
19 negotiations, and has been entered into in good faith. The assistance of an experienced judicial officer
20 in the settlement process further confirms that the Settlement is non-collusive. Finally, the Court has
21 reviewed the monetary recovery that is being granted as part of the Settlement and finds that the
22 monetary settlement awards made available to the Class Members are fair, adequate, and reasonable
23 when balanced against the potential risks of further litigation relating to certification, liability, and
24 damages issues.

25 4. There have been no exclusions from or objections to the Settlement Agreement.

26 5. The Court has certified a Class defined as:

27 All individuals who are or were employed as non-exempt hourly employees of
28 Defendants in California at any time from April 9, 2010 through May 14, 2021.

6. The Court has already appointed Plaintiffs as Class Representatives, and Matthew J.
Matern of Matern Law Group, PC, as Class Counsel.

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2 7. The Court appointed CPT Group, Inc. as the Settlement Administrator.

3 8. Upon entry of the Judgment, the Settlement Administrator shall disburse the following
4 amounts from the Gross Settlement Amount of \$4,300,000.00:

- 5 a. Class Counsel attorneys' fees of \$1,720,000 (40%), paid to Matern Law Group,
6 PC;
- 7 b. Class Counsel's litigation costs, of which \$447,284.06 shall be paid to
8 Matern Law Group, PC;
- 9 c. The PAGA Payment, \$215,000.00 (75% of \$161,250) of which shall be
10 paid to the Labor and Workforce Development Agency;
- 11 d. Class Representative Enhancement Payments of \$20,000.00 to Plaintiff
12 Arlis Villalta, \$20,000.00 to Plaintiff Erika Gil and \$10,000.00 to Plaintiff
13 Kattya Zavala.
- 14 e. Administration expenses of \$36,000.00 to CPT Group, Inc.; and

15 9. The remaining amount will be distributed as set forth in the Stipulation.

16 10. All Individual Settlement Payment checks shall be negotiable for 180 days from the
17 date of mailing. A second distribution using funds from all uncashed checks after 180 days will be
18 paid to all individuals who deposit or cash their checks during the first distribution, which shall also
19 be negotiable for 180 days from the date of mailing. Any funds from uncashed checks thereafter will
20 be split equally between two cy pres recipients, Safe Place for Youth and Homeboy Industries.

21 **Settlement Class Members' Release**

22 11. The Released parties include Defendants and their employees, agents, officers,
23 shareholders, and affiliated entities.

24 12. Upon full payment of the Maximum Settlement Amount to the Settlement
25 Administrator, Plaintiffs and all Participating Class Members shall be deemed to have released the
26 Released Parties of any and all claims and/or causes of action certified in this Action and arising at
27 any time during the Class Period, including the following claims: (1) failure to provide required meal
28 periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to
pay minimum wage; (5) failure to pay gratuities (Labor Code § 351), (6) failure to pay all wages due
to discharged and quitting employees; (7) failure to maintain required records, (8) failure to furnish

1 accurate itemized statements, (9) failure to indemnify employees for necessary expenditures incurred
2 in discharge of duties; (10) unlawful wage deductions in violation of Labor Code § 221, Wage Order
3 No. 5- 2001; and (11) unfair and unlawful business practices relating to the claims alleged in the
4 Action.

5 13. Upon full payment of the Maximum Settlement Amount to the Settlement
6 Administrator, Plaintiffs and all Aggrieved Employees shall be deemed to have released the Released
7 Parties of any and all claims and/or causes of action described in Plaintiff Villalta's PAGA Notice
8 Pursuant to Labor Code § 2699.3 submitted to the Labor & Workforce Development Agency dated
9 December 19, 2013 and Plaintiff Zavala's PAGA Notice dated August 3, 2017 and arising at any time
10 during the PAGA Period. Those claims include: failure to provide meal and rest breaks in violation of
11 Labor Code §§ 226.7, 510, 512, 1194, 1197 and Wage Order No. 5-2001, §§ 11-12; failure to pay one
12 additional hour of compensation at the employee's regular rate of pay for each work day that a meal
13 or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 5-2001, §§ 11
14 (B) and 12(B); failure to pay employees overtime wages in violation of Labor Code §§ 510, 1194,
15 1198, and Wage Order No. 5-2001, § 3; failure to pay employees minimum wages for all hours worked
16 in violation of Labor Code §§ 1194, 1197, 1197.1, and Wage Order No. 5-2001, § 4; failure to pay
17 employees the unpaid balance of the full amount of wage owed including minimum wage or overtime
18 compensation and interest, pursuant to Labor Code §§ 204, 510, 1194 and Wage Order No. 5-2001, §
19 3; willful failure to pay discharged or quitting employees under Labor Code §§ 201-203; failure to
20 provide accurate itemized wage statements to employees in violation of Labor Code §§ 226, 1174,
21 and 1174.5; failure to maintain required records of employees pursuant to Labor Code §§ 226, 1174,
22 1174.5, and Wage Order No. 5- 2001, § 7; failure to indemnify employees for uniforms, expenditures,
23 and/or losses in violation of Labor Code §§ 2802, 226, and 300; and unlawful deductions and
withholdings from employees' wages in violation of Labor Code §§ 221, 223, and 224.

24 **Plaintiffs' Release**

25 14. Upon full payment of the Maximum Settlement Amount, Plaintiffs shall release the
26 Released Parties of any and all claims, demands, rights, liabilities, and/or causes, of any form
27 whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether known
28 or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been
asserted by Plaintiffs against Defendants or any of the other Released Parties, arising at any time prior

1 to entry of the Judgment, including but not limited to those claims raised in the Actions, and those
2 arising from or related to Plaintiffs' work with Defendants. As to the Released Claims only, Plaintiffs
3 expressly waive all rights and benefits under the terms of section 1542. Notwithstanding the provisions
4 of section 1542, and for the purpose of implementing a full and complete release, Plaintiffs expressly
5 acknowledge that this Settlement is intended to include in its effect, without limitation, all claims
6 which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that
7 the Settlement contemplates the extinguishment of all such claims.

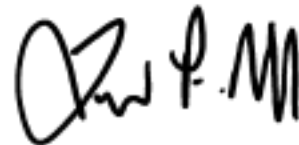
8 15. Pursuant to Cal. Rule of Court 3.769(h), the Court retains jurisdiction over the parties,
9 all matters arising out of, or related to the Action, the Stipulation, its administration and consummation
10 and the determination of all controversies relating thereto, to enforce the terms of this Judgment.

11 16. The Settlement Administrator will post notice of this Judgment on its website within
12 seven (7) days after entry of this Judgment.

13 17. This Judgment is intended to be a final disposition of the Action in its entirety, and is
14 intended to be immediately appealable.

15 **IT IS SO ORDERED.**

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17 Dated: 03/20/2023



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Superior Court Judge

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California, 90266.

On March 20, 2023, I served the following document described as:

[PROPOSED] JUDGMENT

By Electronic Service (via electronic filing service provider) – electronically transmitting the documents listed above to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court’s Order Authorizing Electronic in the matter of *Arlis Villalta v. Leonardo’s Restaurant, Inc., et al.*, LASC Case No. BC542133 mandating electronic service. The transmission(s) was reported as complete and without error to the addresses as stated on the attached service list.

Charles L. Murray III, Esq. 444 South Flower Street, Suite 1500 Los Angeles, California 90071 Telephone: (213) 627-5983 Facsimile: (213) 627-6051 Email: cmurray@cm3law.com	Attorneys for Defendants LEONARDO’S RESTAURANT, INC., LA BOOM, INC., LA NORIA ENTERTAINMENT, INC., LEBA, INC., LEOLO, INC., FERMAX, INC. and EL LEON RESTAURANT, INC., and LEONARDO LOPEZ
Robert J. Prata, Esq. John F. Morning, Esq. PRATA & DALEY LLP 515 S. Figueroa Street, Suite 1515 Los Angeles, CA 90071 Telephone: (213) 622-5600 Facsimile: (213) 622-5623 Emails: rprata@pratadaley.com jmorning@pratadaley.com	Attorneys for Defendants LEONARDO’S RESTAURANT, INC., LA BOOM, INC., LA NORIA ENTERTAINMENT, INC., LEBA, INC., LEOLO, INC., FERMAX, INC. and EL LEON RESTAURANT, INC., and LEONARDO LOPEZ

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 20, 2023 at Manhattan Beach, California.

Miranda Matern

Miranda Matern