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**FILED**  
Superior Court of California  
County of Los Angeles  
**07/31/2023**

David W. Slayton, Executive Officer / Clerk of Court  
By:                   M. Fregoso                   Deputy

5 Attorneys for Plaintiffs  
6 ALEXANDRA ESCAMILLA, MIREYA CORONA,  
STEVEN RIVERA, and BRIANNA MOLYNEAUX,  
7 individually, and on behalf of all others similarly  
situated

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9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE  
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13  
14 ALEXANDRA ESCAMILLA, an individual,  
on behalf of herself and all others similarly  
situated; *et al.*,

15  
16 Plaintiffs,

17 vs.

18 ONO HAWAIIAN BBQ, INC., a California  
corporation; *et al.*,

19  
20 Defendants.  
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23  
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26  
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CASE NO.: BC651992

[Assigned for all purposes to the  
Honorable Elihu M. Berle, Dept. SSC-6]

~~[REVISED PROPOSED]~~ JUDGMENT

Date: July 25, 2023  
Time: 9:00 a.m.  
Dept.: SSC-6

Action Filed: February 27, 2017  
SAC Filed: August 25, 2017  
TAC Filed: November 30, 2017  
4AC Filed: June 28, 2019  
5AC Filed: March 4, 2021  
Trial Date: None Set

1 **JUDGMENT**

2 Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux’s  
3 (“Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the  
4 above-captioned matter came on regularly for hearing on July 25, 2023 at 9:00 a.m. in Department  
5 SSC-6 of the above-entitled Court. In accordance with the Order Granting Final Approval of Class  
6 Action and PAGA Settlement, the Court hereby ENTERS JUDGMENT AS FOLLOWS:

7 1. The Class Action and PAGA Settlement (“Settlement” or “Agreement) between  
8 Plaintiffs Alexandra Escamilla, Mireya Corona, Steven Rivera, and Brianna Molyneaux  
9 (“Plaintiffs”) and Defendants Ono Hawaiian BBQ, Inc., Apelila And J, LLC, Culver City  
10 Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant, LLC, C & S Stockton,  
11 LLC, Colma Serramonte Restaurant, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas  
12 Enterprise, LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach Express,  
13 Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant,  
14 LLC, Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ,  
15 LLC, S & H Hayward, LLC, San Leandro Palma, LLC, Walnut Florence, LLC, Alameda Compton,  
16 LLC, Culver City Jefferson, LLC, Fontana Summit, LLC, Hollywood Sunset, LLC, Turlock  
17 Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC, Malaki And J,  
18 LLC, J & U Hawaiian BBQ, LLC, ONO Management, LLC, San Pedro Gaffey Investments, LLC,  
19 WH Gardena Marketplace, LLC, and OHB Restaurant, LLC (“Defendants”) is hereby deemed  
20 incorporated herein as if expressly set forth herein. All defined terms contained herein shall have  
21 the same meanings as set forth in the Settlement.

22 2. Solely for purposes of Settlement, this Court has certified a Class defined as follows:

23 All non-exempt employees of Defendants Ono Hawaiian BBQ, Inc., Apelila  
24 And J, LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC,  
25 Alhambra Valley Restaurant, LLC, C & S Stockton, LLC, Colma Serramonte  
26 Restaurant, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas Enterprise,  
27 LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach  
28 Express, Inc., Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC,  
Puente Hills Restaurant, LLC, Riverside CSP Restaurant, LLC, Rosemead  
Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC, S & H Hayward, LLC,  
San Leandro Palma, LLC, Walnut Florence, LLC, Alameda Compton, LLC,  
Culver City Jefferson, LLC, Fontana Summit, LLC, Hollywood Sunset, LLC,

1 Turlock Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA  
2 Sunset, LLC, Malaki And J, LLC, J & U Hawaiian BBQ, LLC, ONO  
3 Management, LLC, San Pedro Gaffey Investments, LLC, WH Gardena  
4 Marketplace, LLC, and OHB Restaurant, LLC (“Defendants”) who performed  
work in California for any Defendant at any time from February 27, 2013  
through January 26, 2023

5 4. The Court finds that zero (0) Class Members have objected to the Settlement.

6 5. The Court finds that the following four (4) Class Members have requested to be  
7 excluded from the Settlement: Alberto Martinez, Joanna Danaya Banks Fernandez, Rita Ivone  
8 Ramirez Mendoza, and Juan Marcelino Alvarez Ortega.

9 6. Effective upon the Settlement Administrator’s receipt of the total Gross Settlement  
10 Amount and the Employer’s Share of Payroll Taxes, Plaintiffs, Participating Class Members, and  
11 Aggrieved Employees shall be deemed to have released their respective Released Claims against  
12 the Released Parties, as set forth in paragraphs 7 through 10, below.

13 7. “Released Parties” means Defendants Ono Hawaiian BBQ, Inc., Apelila And J,  
14 LLC, Culver City Sepulveda, LLC, Santa Monica Bundy, LLC, Alhambra Valley Restaurant, LLC,  
15 C & S Stockton, LLC, Colma Serramonte Restaurant, LLC, Diamond Bridgegate Investments,  
16 LLC, Fairway Colima CA Six, LLC, Hayward Hesperian Restaurant, LLC, Las Tunas Enterprise,  
17 LLC, Manteca Airport Restaurant, LLC, Mira Loma PR, LLC, Moreno Beach Express, Inc.,  
18 Morgan Cochrane, LLC, OHB Holding I, LLC, Perris Case, LLC, Puente Hills Restaurant, LLC,  
19 Riverside CSP Restaurant, LLC, Rosemead Marshall Restaurant, LLC, S & F Hawaiian BBQ, LLC,  
20 S & H Hayward, LLC, S & S Hawaii B.B.Q., LLC, San Leandro Palma, LLC, Walnut Florence,  
21 LLC, Ahi Mahi Enterprise, LLC, Alameda Compton, LLC, Apple Valley BV Restaurant, LLC,  
22 Culver City Jefferson, LLC, Fontana Summit, LLC, HGL Global, LLC, HGL Restaurant Group,  
23 LLC, Redlands LA, LLC, Hollywood Sunset, LLC, Pie 585 Investments, LLC, Turlock  
24 Countryside Restaurant, LLC, Stockton Pacific Restaurant, LLC, LA Sunset, LLC, Malaki And J,  
25 LLC, J & U Hawaiian BBQ, LLC, WH Gardena Marketplace, LLC, San Pedro Gaffey, LLC, San  
26 Pedro Gaffey Investments, LLC, Ono Management, LLC, Ianuali and J, LLC, OHB 2021, LLC, and  
27 OHB Restaurant, LLC and each of their past, present, and future agents, employees (including but  
28

1 not limited to Hua Gui Liang (aka "Joe Liang"), and Jim Ng), servants, officers (including but not  
2 limited to Joshua Liang), directors, managing agents, members, owners (whether direct or indirect),  
3 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,  
4 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,  
5 predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and  
6 alleged joint employers, dual employers, potential and alleged dual employers, co-employers,  
7 potential and alleged co-employers, staffing agencies and companies, temporary staffing firms  
8 (whether direct or indirect), temporary staffing agencies (whether direct or indirect), common law  
9 employers, potential and alleged common law employers, contractors, lenders, affiliates, service  
10 providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity  
11 with potential or alleged to have joint liability, and all of their respective past, present and future  
12 employees, directors, officers, members, owners, agents, representatives, payroll agencies,  
13 attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns.

14 8. All Participating Class Members, on behalf of themselves and their respective  
15 former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and  
16 assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The  
17 Released Class Claims" means all claims for unpaid wages, including, but not limited to, failure to  
18 pay minimum wages, straight time compensation, overtime compensation, failure to pay double-  
19 time wages, and interest thereon; the calculation of the regular rate of pay; non-compliant (e.g.,  
20 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal  
21 periods; failure to authorize and permit rest periods; the calculation and payment of meal period and  
22 rest period premiums; failure to reimburse for all necessary business expenses; payment for all  
23 hours worked, including off-the-clock work and rounded time; wage statements; failure to keep  
24 accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages;  
25 failure to timely pay final wages; unfair business practices related to the Released Class Claims;  
26 penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties,  
27 and waiting-time penalties; noncompliant wage statements; and attorneys' fees and costs; all claims  
28 related to the Released Class Claims arising under the California Labor Code (including, but not

1 limited to, sections 200, 201, 201.3, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223,  
2 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,  
3 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and 2804); Wage Order No. 5-2001 of the  
4 California Industrial Welfare Commission; California Business and Professions Code sections  
5 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287,3288, 3336  
6 and 3294; California Code of Civil Procedure § 1021.5. The Released Class Claims excludes the  
7 release of claims not permitted by law. Upon entry of Judgment, Class Members are precluded from  
8 filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for  
9 claims and/or causes of action encompassed by the Released Class Claims, which are extinguished  
10 and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).  
11 Participating Class Members do not release any other claims, including claims for vested benefits,  
12 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
13 insurance, disability, social security, or workers' compensation. The Released Class Claims are  
14 limited to the Class Period. "Class Period" means the period from February 13, 2013 through  
15 January 23, 2023.

16 9. All Aggrieved Employees, on behalf of themselves and their respective former and  
17 present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns,  
18 shall fully and finally release the Released Parties from all claims for civil penalties under PAGA  
19 that were alleged, or could have been alleged, in the Action, based on the allegations asserted in  
20 Plaintiffs' Operative Complaint, as amended, and/or in the PAGA Notices. The Released PAGA  
21 Claims include, but are not limited to, claims for unpaid wages, including, but not limited to, failure  
22 to pay minimum wages, straight time compensation, overtime compensation, double-time  
23 compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed,  
24 short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure  
25 to authorize and permit rest periods; the calculation and payment of meal period and rest period  
26 premiums; failure to reimburse for all necessary business expenses; payment for all hours worked,  
27 including off-the-clock work and rounded time; wage statements; failure to keep accurate records;  
28 unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to

1 timely pay final wages. The Released PAGA Claims include but are not limited to claims for  
2 violation of Wage Order 5-2001 and the following California Labor Code sections: 200, 201, 201.3,  
3 202, 203, 204, 206, 210, 215,216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.2, 226.3,  
4 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2,  
5 1198, 1198.5, 1199, 2802, 2804, 2698 *et seq.*, and 2699 *et seq.* Aggrieved Employees' Released  
6 PAGA Claims are limited to the PAGA Period. "PAGA Period" means the period from December  
7 24, 2015 through January 26, 2023.

8           10.     With respect to Plaintiffs only, Plaintiffs and each of their respective former and  
9 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns  
10 generally, release and discharge the Released Parties from all known and unknown claims,  
11 transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation,  
12 common law, or other source of law, including but not limited to claims arising from or related to  
13 their respective employments Defendants and their compensation while so employed ("Plaintiffs'  
14 Release"). Plaintiffs' Release includes all claims asserted in the Action and/or arising from or  
15 related to the facts and claims alleged in the Action or the PAGA Notices, or that could have been  
16 raised in the Action or the PAGA Notices based on the facts and claims alleged. Plaintiffs' Release  
17 includes, but is not limited to, all claims for unpaid wages, including, but not limited to, failure to  
18 pay minimum wages, straight time compensation, overtime compensation, double-time  
19 compensation, and interest; the calculation of the regular rate of pay; failure to pay wages at least  
20 twice each calendar month; failure to timely pay wages; failure to timely pay final wages; non-  
21 compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to  
22 provide meal periods; failure to authorize and permit rest periods; the calculation and payment of  
23 meal period and rest period premiums; failure to reimburse business expenses; payment for all  
24 hours worked, including off-the-clock work and rounded time; wage statements; deductions; failure  
25 to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business  
26 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and  
27 payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys'  
28 fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code

1 (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206,  
2 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8,  
3 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5,  
4 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et*  
5 *seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial  
6 Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California  
7 Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections  
8 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure §  
9 1021.5; the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et*  
10 *seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement  
11 Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Release also includes all  
12 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys'  
13 fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation,  
14 and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title  
15 VII of the Civil Rights Act of 1964, the American with Disabilities Act (ADA), the Age  
16 Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act  
17 (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted  
18 by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to  
19 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,  
20 workers' compensation benefits that arose at any time, or based on occurrences outside the Class  
21 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in  
22 addition to, the facts or law that Plaintiffs now know or believe to be true, but agree, nonetheless,  
23 that Plaintiffs' Release shall be and remain effective in all respects notwithstanding such different  
24 or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Release, Plaintiffs  
25 expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the  
26 California Civil Code which reads:

27       A general release does not extend to claims that the creditor or releasing party does not  
28       know or suspect to exist in his or her favor at the time of executing the release, and that

1 if known by him or her would have materially affected his or her settlement with the  
2 debtor or released party.

3 11. The Gross Settlement Amount of \$3,000,000.00 shall be paid by Defendants within  
4 fourteen (14) calendar days after the Effective Date. Defendants shall separately pay its share of  
5 any employer-side payroll taxes on the same date.

6 12. The Court hereby approves and orders payment in the amount of \$7,500.00 to each  
7 of the Plaintiffs from the Gross Settlement Amount.

8 13. The Court also hereby approves and orders payment in the amount of \$300,000.00  
9 for PAGA Penalties from the Gross Settlement Amount. The Court orders that 75% of the PAGA  
10 Penalties (\$225,000.00) be paid to the California Labor and Workforce Development Agency. The  
11 remaining 25% of the PAGA Penalties (\$75,000.00) shall be distributed to Aggrieved Employees in  
12 accordance with the Settlement.

13 14. The Court hereby approves and orders payment of Class Counsel's attorneys' fees in  
14 the amount of \$1,000,000.00 attorneys' fees, and Class Counsel's litigation expenses in the amount  
15 of \$207,882.63, to be paid from the Gross Settlement Amount

16 15. The Court hereby approves and orders payment of Settlement Administration Costs  
17 in the amount of \$54,750.00 to CPT Group, Inc., to be paid from the Gross Settlement Amount.

18 16. The Court also hereby orders that any checks distributed to Participating Class  
19 Members and/or Aggrieved Employees from the Gross Settlement Amount that remain uncashed  
20 after 180 calendar days of being issued. All uncashed settlement checks shall be transferred to the  
21 Controller of the State of California to be held pursuant to the Unclaimed Property Law, California  
22 Civil Code § 1500, *et seq.* for the benefit of the Participating Class Member(s) or Aggrieved  
23 Employee(s) who did not cash their checks until such time that they claim their property, or the  
24 property is otherwise disposed of pursuant to the Unclaimed Property Law.

25 17. Without affecting the finality of this Judgment, the Court shall retain continuing  
26 jurisdiction over this action and the parties, including all Settlement Class Members, and over all  
27 matters pertaining to the implementation and enforcement of the terms of the Settlement  
28 Agreements pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure



1 section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with  
2 or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement  
3 shall be presented to the Court for resolution.

4 18. This Judgment is intended to be a final disposition of the action in its entirety, and is  
5 intended to be immediately appealable.

6 **IT IS SO ORDERED.**

7  
8 DATED: \_\_\_\_\_ ~~11 FEB 11~~



**Elihu M. Berle**

HONORABLE ELIHU M. BERLE  
Judge of the Superior Court  
Elihu M. Berle / Judge