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ex rel. JOSE L. RODRIGUEZ-RAMIREZ

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

14 STATE OF CALIFORNIA
15 ex rel. JOSE L. RODRIGUEZ-RAMIREZ,

16 Plaintiff,

17 vs.

18 CANTEEN OF COASTAL CALIFORNIA,
19 INC.; and DOES 1 through 25, inclusive,

20 Defendants.
21

CASE NO: 20CVP-0121

*Assigned for All Purposes to:
Hon. Linda D. Hurst – Dept. PR2*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Trial Date: None

Complaint Filed: March 27, 2020

22
23 Having considered the stipulation filed by Plaintiff JOSE L. RODRIGUEZ-RAMIREZ
24 (“Plaintiff”) and Defendant CANTEEN OF COASTAL CALIFORNIA, INC (“Defendant”), the
25 Court hereby ORDERS, ADJUDGES AND DECREES as follows:

26 1. The Court hereby GRANTS approval of the Settlement Agreement under Labor
27 Code § 2699(1)(2). The Settlement Agreement is hereby fully approved and shall be carried out
28 and effectuated according to its terms and this Order.

1 2. This Order incorporates by reference the definitions in the Settlement Agreement
2 and all terms defined therein shall have the same meaning in this Order.

3 3. The terms of the Settlement Agreement, and this Order and Judgement, are binding
4 on Plaintiff and the Aggrieved Employees, as well as their heirs, executors and administrators,
5 successors and assigns, and those terms shall have res judicata, collateral estoppel and other
6 preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
7 on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute
8 Released Claims as set forth in the Settlement Agreement.

9 4. For purposes of this settlement only, the Aggrieved Employees are defined as: all
10 exempt and non-exempt current and former employees of Defendant who worked for Defendant at
11 any time between January 17, 2019 to March 8, 2021. The Settlement Period is defined as the
12 period from January 17, 2019, through March 8, 2021.

13 5. Upon the Effective Date as set forth in the Settlement Agreement, Plaintiff, the
14 Aggrieved Employees, and the State of California (including the LWDA) release Defendant and all
15 Released Parties of the Released Claims. Any and all claims, rights, demands, charges, causes of
16 action, lawsuits, complaints, obligations, penalties, fines, promises, agreements, controversies and
17 liabilities, known and unknown, (collectively, "Claims") for any relief whatsoever, including
18 monetary, injunctive, or declaratory, whether direct or indirect, whether suspected or unsuspected,
19 whether contingent or vested, arising from or related in any way to any of the allegations in the
20 Action from the period of January 17, 2019, through the date of Approval, including but not limited
21 to allegations that Defendant or any Released Party is responsible for any of the following: (1)
22 Failure to Pay Minimum Wages Owed; (2) Failure to Pay Overtime Wages Owed; (3) Failure to
23 Provide or Pay for Recovery Periods; (4) Failure to Provide Timely Rest Periods; (5) Untimely
24 Payment of Wages; (6) Failure to Keep Accurate Records of Hours Worked; (7) Failure to Issue and
25 Keep Records of Wage Statements, (8) for Failure to Pay Wages at Termination; (9) Violation of
26 Heat Illness Prevention Health-and-Safety Standards; (10) Failure to Maintain and Repair Vehicles;
27 (11) Requiring Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes; and
28 (12) Failure to Include Name of Legal Entity Employer on Wage Statements. The Released Claims

1 include all claims pleaded or which could have been pleaded in the Action arising from any of the
2 facts alleged therein, including but not limited to claims of any and every nature based on any of the
3 statutory provisions identified therein, and all penalty claims, no matter how pleaded.

4 6. Plaintiff, Aggrieved Employees, and Defendant shall consummate the settlement in
5 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
6 Settlement Agreement, the Released Parties shall not have any further liability arising from this
7 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

8 7. As provided in the Settlement Agreement, Defendant shall pay the Claims
9 Administrator, ILYM Group, Inc., the Maximum Settlement Fund of \$102,000 in accordance with
10 the schedule set forth in the Settlement Agreement. Defendant will not be required to pay any
11 additional amounts in connection with the Settlement other than those specifically set forth in the
12 Settlement Agreement and this Order. The Court orders the Claims Administrator to administer
13 and distribute payment of the Settlement Agreement in accordance with its terms.

14 10. Without affecting the finality of this Order and Judgment, the Court retains
15 continuing jurisdiction as to all matters relating to the administration and consummation of the
16 settlement as provided in the Settlement Agreement and all other matters covered in this Order and
17 the final judgment to be entered in this matter.

18 11. Nothing in this Order shall preclude any action to enforce Defendant's obligations
19 under the Settlement Agreement, including the requirement that it make payments in accordance
20 with the terms of the Settlement Agreement.

21 12. Upon entry of this Order, final judgment shall be deemed entered herein and,
22 except as otherwise provided in the Settlement Agreement, Plaintiff, the Aggrieved Employees,
23 and counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in or arising
24 out of the lawsuit (as defined in the Settlement Agreement) and shall not seek reimbursement
25 thereof from the Released Parties.

26 13. Neither this Order nor the Settlement Agreement (nor any other document referred
27 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
28 an admission of liability or fault by Defendant or the Released Parties, or a finding as to the

1 validity of any claims in the lawsuit or of any wrongdoing or violation of law by Releasees. The
2 Settlement Agreement is not a concession by the Parties and, to the extent permitted by law,
3 neither this Order, Judgment, nor any of their terms or provisions, nor any of the negotiations or
4 proceedings connected with them, shall be offered as evidence or received in evidence in any
5 pending or future civil, criminal, or administrative action or proceeding to establish any liability
6 of, or admission by the Released Parties. Notwithstanding the foregoing, nothing in this Order and
7 Judgment shall be interpreted as prohibiting the use of this Order and Judgment in a proceeding to
8 consummate or enforce the Settlement Agreement or this Order and Judgment to defend against
9 the assertion of claims in any other proceeding, or as otherwise required by law. This Order and
10 the Settlement Agreement may be filed in any action against or by Defendant or the Released
11 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith
12 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,
13 issue preclusion or similar defense or counterclaim.

14 14. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
15 within 3 days of the date of this Order and Judgment.


16 Having granted approval of the settlement between the parties in the above-entitled action
17 as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment
18 in this matter is entered in accordance with the Settlement Agreement.

19 **IT IS SO ORDERED**

20

21 DATED: 4/6/2021

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JUDGE OF THE SUPERIOR COURT
Hon. Linda D. Hurst

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PROOF OF SERVICE

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I am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and am not a party to the within action. My business address is that of 2100 N. Broadway, Suite 210, Santa Ana, CA 92706.

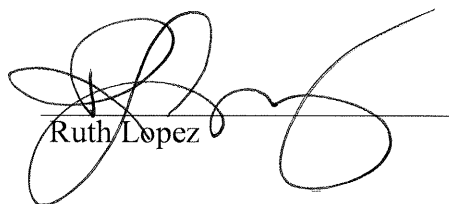
On March 26, 2021, following ordinary business practices, I served a true and correct copy of the foregoing documents entitled, **[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT** on interested parties in this action by sending a true and correct copy of each document thereof as follows:

Tristan A. Mullis, Esq.
Sevada Hakopian, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
5901 W. Century Blvd., Suite 1100
Los Angeles, CA 90045
Tel: (310) 649-5772
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E-mail: tmullis@pettitkohn.com
shakopian@pettitkohn.com
Attorneys for Defendant
CANTEEN OF COASTAL CALIFORNIA, INC.

BY MAIL: I deposited such envelope in the mail at Santa Ana, California. The envelope was mailed with postage thereon fully paid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Santa Ana, California in the ordinary course of business.

Executed on March 26, 2021 at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Ruth Lopez