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14 Attorneys for Plaintiff and the Class

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

18 SARAH LOPEZ, individually and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 vs.

22 KING TACO RESTAURANT, INC., a
23 Corporation, and DOES 1 through 30,
24 inclusive,

25 Defendants.

Case No.: BC 675988

*Assigned for All Purposes to Honorable Maren
E. Nelson in Department 17*

26
27 **NOTICE OF ENTRY OF JUDGMENT**
28

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 8, 2019 the Court entered Judgment
3 in the above-entitled action. A true and correct copy of the signed Judgment is attached hereto as
4 Exhibit A.

5
6 DATED: August 13, 2019

LAW OFFICES OF CHOI & ASSOCIATES

7
8 By: 
9 _____
10 Edward W. Choi
11 Attorneys for Plaintiff and the Class
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EXHIBIT A

AUG 08 2019

Sherri R. Carter, Executive Officer/Clerk

By: Nancy Navarro, Deputy

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Attorneys for Plaintiff SARAH LOPEZ and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE – COMPLEX CIVIL

SARAH LOPEZ, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

KING TACO RESTAURANT, INC., a
Corporation, and DOES 1 through 30,
inclusive,

Defendants.

Case No.: BC664175

[Assigned to the Honorable Maren E. Nelson,
Department 17]

~~PROPOSED~~ JUDGMENT

Date: July 30, 2019
Time: 9:00 a.m.
Dept: 17

RECEIVED
LOS ANGELES SUPERIOR COURT

AUG 06 2019

I. LOVO

1 This matter came before this Court for hearing on July 30, 2019 at 9:00 a.m. on Plaintiff
2 SARAHI LOPEZ's ("Named Plaintiff") unopposed Motion for Final Approval of Class Action
3 Settlement, as set forth in the Parties' Amended Stipulation and Agreement to Settle Class Action
4 ("Settlement Agreement"). The Court granted Plaintiff's Motion and entered an Order Granting
5 Motion for Final Approval of Class Action Settlement.

6 IT IS HEREBY ADJUDGED AND DECREED THAT:

7 Based on a review of the papers submitted by Named Plaintiff and a review of the
8 applicable law, the Court finds that the Gross Settlement Amount of \$307,500.00 and the terms
9 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
10 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
11 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
12 meaning assigned to them in the Settlement Agreement and Notice of Settlement of Class Action
13 and Hearing Date for Court Approval ("Class Notice").

14 The Court has determined that the Class Notice provided to the Class pursuant to the
15 Preliminary Approval Order fully and accurately informed all Class Members of the material
16 elements of the proposed Settlement, constituted the best notice practicable under the
17 circumstances, and constituted valid, due and sufficient notice to all Class Members.

18 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
19 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
20 in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance
21 with the terms of the Settlement Agreement. The Court further finds that the Settlement was the
22 result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately
23 investigated the claims and became familiar with the strengths and weaknesses of those claims. In
24 particular, the amount of monies allocated to the Class Members, among other factors, support the
25 Court's conclusion that the Settlement is fair, reasonable, and adequate. The amounts agreed to
26 be paid by Defendant King Taco Restaurant, Inc., a California Corporation ("Defendant"),
27 including the Individual Payment Amounts to be paid to Settlement Class Members as provided
28 for by the Settlement Agreement, are fair and reasonable under the facts of this case.

1 The Court hereby grants final approval of attorneys' fees in the amount of \$102,500.00 that
2 will be paid to (1) Diversity Law Group, P.C. in the amount of \$34,166.67; (2) Hyun Legal in the
3 amount of \$34,166.67; and (3) Law Offices of Choi & Associates in the amount of \$34,166.67.

4 The Court hereby grants final approval of attorneys' costs in the amount of \$4,456.03 to
5 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
6 \$3,166.88; and (2) Law Offices of Choi & Associates in the amount of \$ 1,289.15.

7 The Court hereby grants final approval of an enhancement award in the amount of
8 \$5,000.00 to Named Plaintiff, in addition to her Individual Payment Amount as a Settlement Class
9 Member, for her time and effort serving as the Class Representative.

10 The Court also hereby approves payment of \$13,000.00 to Phoenix Settlement
11 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
12 render in administering the Settlement as described more fully in the Settlement Agreement.

13 Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby approves
14 payment of \$18,750.00 to the California Labor & Workforce Development Agency ("LWDA") as
15 payment for Named Plaintiff's claims on her own behalf and on behalf of all aggrieved
16 employees/Class Members for penalties under the Private Attorneys General Act ("PAGA"). The
17 \$18,750.00 payment constitutes the 75% allocation to the LWDA of the total amount of
18 \$25,000.00 allocated to PAGA penalties.

19 The Court hereby finds that the Class Notice and all related documents have been mailed
20 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
21 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
22 Members could object to or participate in the Settlement, and the manner in which Class Members
23 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
24 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
25 due process and all other applicable laws. The Court further finds that a full and fair opportunity
26 has been afforded to Class Members to participate in the proceedings convened to determine
27 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
28

1 Court hereby determines that all Class Members who did not file a timely and proper request to be
2 excluded from the Settlement are bound by this Order.

3 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
4 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
5 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties,
6 is supported by an evidentiary record, experienced and qualified Class Counsel and involvement
7 of an experienced mediator, and all Settlement Class Members, and confers a significant financial
8 benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial and
9 the risks of continued litigation. The Court further finds that the Settlement Agreement is
10 consistent with public policy, and fully complies with all applicable provisions of law, including
11 the provisions of California Code of Civil Procedure section 382 and California Rules of Court,
12 Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid under
13 the Settlement, the allocation of settlement proceeds among the Settlement Class Members and the
14 fact that a settlement represents a compromise of the Parties' respective positions rather than the
15 result of a finding of liability at trial all support the Court's decision granting final approval. The
16 following factors also support the decision granting final approval: the risk, expense, complexity
17 and likely duration of further litigation; the risk of attaining and maintaining class action status
18 throughout the proceedings; and the extent of discovery completed and the stage of the
19 proceedings.

20 The reaction of the Class Members to the proposed Settlement further supports the Court's
21 decision granting final approval. There are no requests for exclusion from the Settlement. Also,
22 no objections have been submitted to the Settlement by any of the Class Members.

23 Phoenix Settlement Administrators shall calculate and administer from the Maximum
24 Gross Settlement Amount the following, all of which shall be deducted from the \$307,500.00
25 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class Members;
26 Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to the Named
27 Plaintiff; and PAGA payment to the LWDA. Phoenix Settlement Administrators is hereby directed
28

1 to mail the Individual Payment Amounts and take all other actions in furtherance of the settlement
2 administration as specified in the Settlement Agreement.

3 The certified class for purposes of settlement means "all persons who are or were
4 previously employed (1) in California; (2) by King Taco (3) in a non-exempt position; (4) at any
5 point during the Class Period ("June 7, 2013 and August 29, 2018"); (5) who attended King Taco's
6 off-site training; and (6) who have not previously released their claims as asserted in the Lawsuit"
7 ("Settlement Class"). The Settlement Class is comprised of 549 members and no class members
8 have opted out of the Settlement.

9 The Settlement Class waives and releases Defendant and its past and present parents,
10 subsidiaries and affiliates, and their respective present and former officers, directors, stockholders,
11 agents, employees, insurers, co-insurers, reinsurers, attorneys, accountants, auditors, advisors,
12 representatives, consultants, pension and welfare benefit plans, plan fiduciaries, administrators,
13 trustees, partners, predecessors, successors and assigns ("Released Parties") of any and all federal,
14 state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that
15 were or could have been pleaded based upon the factual allegations set forth in the Complaint filed
16 in this Lawsuit that were asserted or could have been asserted based on the same subject-matter
17 and arising any time during the Class Period, including without limitation to claims for (1) Failure
18 to pay minimum wages in violation of Labor Code sections 1194 and 1197; (2) Failure to reimburse
19 business expenses in violation of Labor Code section 2802; (3) Failure to provide accurate wage
20 statements in violation of Labor Code section 226; (4) Violation of Business & Professions code
21 section 17200; and (5) penalties pursuant to the California Private Attorney General Act
22 ("PAGA"), Labor Code section 2699, et seq. ("Released Claims). With respect to any FLSA
23 claims, by cashing the settlement check, a Settlement Class Member shall be deemed to have
24 opted-in and to have, and by operation of the Judgment and Final Order shall have fully, finally,
25 and forever released, relinquished, and discharged each and all of the Released Parties from any
26 and all FLSA claims that accrued during the Class Period.

27 Named Plaintiff waives and releases all of the Released Claims and all Claims, as defined
28 in the Settlement Agreement. Plaintiff expressly waives all rights and benefits afforded by section

1 1542 of the Civil Code of the State of California, with respect to all Claims that Plaintiff may have
2 against Defendant or any of the Released Parties and she does so understanding the significance
3 of that waiver. Section 1542 provides:

4 "A general release does not extend to claims which the creditor does not
5 know or suspect to exist in his or her favor at the time of executing the
6 release, which if known by him or her must have materially affected his or
her settlement with the debtor."

7 Final judgment is hereby entered, as defined in section 577 of the California Code of Civil
8 Procedure, binding each Settlement Class Member and operating as a full release and discharge of
9 Released Claims. All rights to appeal this Judgment have been waived except as specifically
10 permitted in the Settlement Agreement.

11 Nothing in this Judgment shall preclude any action to enforce the Parties' obligations under
12 the Settlement.

13 Settlement Class Members shall have one-hundred eighty (180) days from the date of
14 issuance of the check to negotiate the check. Funds represented by Individual Settlement Payment
15 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed
16 for more than 180 days after issuance will be tendered to the Legal Aid at Work.

17 A Non-Appearance Case Review re: Final Report re: Distribution of Settlement Fund is set
18 for August 6, 2020 at 9:00 a.m. in Department 17 of the above-referenced Court. Final report and
19 Proposed Amended Judgment per C.C.P. §384 are to be filed by July 30, 2020.

20 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
21 continuing jurisdiction over the action and the Parties for purposes of supervising the
22 implementation, enforcement, construction, administration and effectuation of the Settlement
23 Agreement.

24 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
25 comply with the terms of the Settlement Agreement.

26 Notice of entry of this Judgment will be available on the Settlement Administrator's
27 website.

1 IT IS SO ADJUDGED AND DECREED.

2
3 Dated: 8/8, 2019

4 *Maren E. Nelson*

5 HON. MAREN NELSON
6 JUDGE OF THE SUPERIOR COURT OF LOS ANGELES

7
8 APPROVED AS TO FORM AND CONTENT

9 DATED: August 6, 2019

LAW OFFICES OF CHOI & ASSOCIATES

10
11 By: *Edward W. Choi*
12 Edward W. Choi
Attorneys for Plaintiff and the Class

13 DATED: August 6, 2019

PILLSBURY WINTHROP SHAW PITTMAN
LLP

14
15 By: *Paula M. Weber*
16 Paula M. Weber
17 Attorneys for Defendant

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On August 6, 2019, I served the foregoing document(s) described as: **[PROPOSED] JUDGMENT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Stacie Yee
Pillsbury, Winthrop, Shaw, Pittman
725 Figueroa St., Suite 2800
Los Angeles, CA 90017

Paula Weber
Pillsbury, Winthrop, Shaw, Pittman
4 Embarcadero Center, 22nd Floor
San Francisco, CA 94111

Larry W. Lee
Nick Rosenthal
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

CA& Workforce Development Agency
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

Via Website Upload

 BY MAIL

As follows: I am “readily familiar” with the practice of Choi & Associates, Attorneys at Law for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

 X **BY ELECTRONIC SERVICE**

I caused such document to be uploaded to Case.Anywhere to be served on the offices of the addressees.

 x **(State)** I declare under penalty of perjury that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 6, 2019, at Los Angeles, California.



Cina Kim

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

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(State) I declare under penalty of perjury that the foregoing is true and correct.

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Executed on August 13, 2019, at Los Angeles, California.



Cina Kim