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**FILED**  
Superior Court of California  
County of Los Angeles  
11/15/2022  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           N. Marshallian           Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
UNLIMITED CIVIL

INGRID FRAGOSO and ERICA  
LINTHICUM, on behalf of themselves and all  
other aggrieved employees,

*Plaintiff,*

vs.

TACO BELL CORP., a California  
corporation; TACO BELL OF AMERICA,  
LLC, a Delaware corporation; J AND R  
HOCK ENTERPRISES, INC., a California  
corporation; and DOES 1 through 50,  
inclusive,

*Defendants.*

Case No. 21STCV13767

Assigned For All Purposes To The Honorable  
Maurice A. Leiter, Department 54

**~~PROPOSED~~ ORDER GRANTING JOINT  
STIPULATION REQUESTING  
APPROVAL OF SETTLEMENT  
PURSUANT TO THE LABOR CODE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004 (LAB. CODE §§ 2698 ET SEQ.)**

1 **PROPOSED ORDER**

2 BEFORE THE COURT is the Joint Stipulation Requesting Approval of Settlement  
3 Pursuant to the Labor Code Private Attorneys' General Act of 2004 (Lab. Code §§ 2698 *et seq.*)  
4 (“Stipulation”) submitted by Plaintiffs Ingrid Fragoso and Erica Linthicum (“Plaintiffs”),  
5 individually, and on behalf of all Aggrieved Employees, and Defendants J and R Hock Enterprises,  
6 Inc., Taco Bell Corp., and Taco Bell of America, LLC.

7 The Court, having considered the Stipulation, the submissions of the Parties relating  
8 to the proposed settlement, any objections, the arguments of counsel at the Hearing on the Order to  
9 Show Cause held on November 1, 2022, as well as the pleadings and papers on file herein, is of the  
10 opinion that such Stipulation should be granted.

11 It is therefore ORDERED that the Stipulation is GRANTED. Accordingly, it is  
12 further ORDERED, ADJUDGED and DECREED as follows, and the Court makes the findings set  
13 forth below:

14 1. Settlement Agreement. The “Amended and Restated Joint Stipulation to  
15 Settle PAGA Action and Release Claims” (“Agreement”) that was submitted with the Stipulation;  
16 and the definitions of words and terms contained in the Agreement are incorporated in this  
17 Judgment and Order.

18 2. Approval of Settlement and Agreement. The Court approves the Agreement  
19 submitted with the Stipulation. The Court finds that settlement on the terms set forth in the Agreement  
20 is fair, reasonable, and adequate and that such settlement is, in all respects, in the best interests of the  
21 Aggrieved Employees and the LWDA. Factors considered to assess the fairness, reasonableness, and  
22 adequacy of a PAGA settlement warrant approval of the Stipulation and Agreement. The Court further  
23 finds that the settlement set forth in the Agreement resulted from arm’s length negotiations. The  
24 Parties are ordered to consummate the Agreement in accordance with the terms and provisions of the  
25 Agreement.

26 3. PAGA Representative Payment to Plaintiffs. Plaintiffs have applied for a  
27 PAGA Representative Payment in the amount of **\$10,000.00** to Linthicum and **\$5,000.00** to Fragoso.  
28 Plaintiffs’ request for the PAGA Representative Payment in the amount of **\$10,000.00** to Linthicum

1 and **\$5,000.00** to Fragoso is granted. In accordance with the Agreement, the Settlement Administrator  
2 shall make this PAGA Representative Payment to Plaintiffs, in accordance with the Agreement.

3 4. PAGA Counsel Fees Payment. Class Counsel has applied for an award of  
4 attorneys' fees of **\$496,020.00** and costs incurred in this Action in the amount of **\$5,135.07**. The Court  
5 awards **\$496,020.00** to Class Counsel for attorneys' fees and **\$5,135.07** for costs incurred in this  
6 Action. In accordance with the terms of the Agreement, the Settlement Administrator shall make this  
7 payment to Class Counsel.

8 5. Payment to the Claims Administrator. The Court hereby appoints Phoenix  
9 Settlement Administrator ("Phoenix") to administer the settlement. Phoenix shall be paid from the  
10 MSN its reasonable fees and expenses in an amount not to exceed **\$17,500.00**.

11 6. Payment to the LWDA. After payment of the PAGA Representative Payment,  
12 PAGA Counsel Fees and Payment to the Claims Administrator, seventy-five percent (75%) shall be  
13 paid to the LWDA. The remainder twenty-five percent (25%) shall be paid to the Aggrieved  
14 Employees allocated *pro-rata* based on the number of pay periods worked by each Aggrieved  
15 Employee for J and R Hock during the PAGA Period. All such payments shall be issued in net  
16 amounts, no withholding, and treated as penalties for tax purposes.

17 7. Release of Claims by Plaintiffs and Aggrieved Employees. This settlement  
18 contemplates that as of the Effective Date, all Aggrieved Employees, including Plaintiffs, release all  
19 claims for civil penalties pursuant to California Labor Code, §§ 2698 et seq., known as the Labor Code  
20 Private Attorneys General Act of 2004 ("PAGA") against J and R Hock, Taco Bell Corp. and Taco  
21 Bell of America, LLC, and their present and former parents, subsidiaries, co-employers, and each of  
22 their respective present and former owners, boards, directors, officers, trustees, shareholders, members,  
23 partners, employees, agents, attorneys, representatives, successors and assigns, and present and former  
24 parents, subsidiaries, affiliated and related parties, and each of them ("Released Parties"), including any  
25 and all claims, debts, liabilities, demands, actions, or causes of actions of every nature and description  
26 that were alleged or that reasonably could have been alleged based on the factual allegations contained  
27 in the Second Amended Complaint (the "Complaint") that Plaintiffs filed with the Los Angeles County  
28 Superior Court, for civil penalties pursuant to the PAGA for underlying violations of the following:

1 California Labor Code sections, 201, 202, 203, 204, 210, 221, 223, 226, 226.7, 227.3, 256, 510, 512,  
2 558, 558.1, 1174, 1194, 1194.2 , 1197, 1197.1, 1198, 1199, 2802, 2808, applicable Wage Orders, and  
3 Code of Regulations, Title 8, 11040(7)(A)(3) by allegedly failing to provide meal and rest periods,  
4 failing to pay meal and rest period premiums, failing to properly record meal and rest periods, failing to  
5 pay for all hours worked, failing to timely pay wages, failing to pay minimum wages, failing to pay  
6 overtime wages, failing to provide accurate written wage statements, failing to provide suitable seating,  
7 failing to timely pay final wages, or failing to reimburse for business expenses. So that there is no  
8 doubt, this release only releases claims for civil penalties under PAGA.

9           8.     Jurisdiction. Without affecting the finality of the Final Judgment in any way,  
10 pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction of matters relating to this  
11 Order and the administration, interpretation, consummation, and enforcement of the Agreement.

12           9.     Judgment is hereby entered whereby Plaintiffs and all Aggrieved Employees  
13 shall take nothing from Defendants except as expressly set forth in the Agreement or this Judgment and  
14 Order.

15                           **JUDGMENT SHALL BE AND HEREBY IS ENTERED.**

16                           Fí  
17 DATED: November \_\_, 2022



**Maurice A. Leiter**

The Honorable Maurice A. Leiter  
JUDGE OF THE SUPERIOR COURT  
Maurice A. Leiter / Judge

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in the County of Los Angeles, State  
3 of California. I am over the age of 18 and not a party to the within action. My business address  
4 is 9665 Wilshire Boulevard, Suite 430 Beverly Hills, CA 90212.

5 On November 14, 2022, I served the foregoing documents described as:

6 **[PROPOSED] ORDER GRANTING JOINT STIPULATION REQUESTING**  
7 **APPROVAL OF SETTLEMENT PURSUANT TO THE LABOR CODE PRIVATE**  
8 **ATTORNEYS GENERAL ACT OF 2004 (LAB. CODE §§ 2698 ET SEQ.)**

9 in this action by transmitting a true copy thereof addressed as follows:

9 Jennifer B. Zargarof  
10 [Jennifer.Zargarof@morganlewis.com](mailto:Jennifer.Zargarof@morganlewis.com)  
11 Daniel R. Rodriguez  
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21 **Attorneys for Defendants TACO BELL**  
22 **CORP. and TACO BELL OF AMERICA,**  
23 **LLC**

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**Attorneys for Defendant J AND R HOCK**  
**ENTERPRISES, INC.**

18  **BY E-MAIL OR ELECTRONIC TRANSMISSION**

19 Based on a court order or an agreement of the parties to accept service by electronic  
20 transmission, I electronically served the document(s) to the persons at the electronic service  
21 addresses listed above.

22  **STATE** I declare under penalty of perjury under the laws of the State of California that  
23 the above is true and correct.

24 Executed on November 14, 2022, at Beverly Hills, California.

25 

26 Eric Sams