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FILED
Superior Court of California
County of Los Angeles
02/21/2024
David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

6 Attorneys for Plaintiff, JORGE GARCIA MORALES,
7 on behalf of himself and all others similarly situated
8 and aggrieved

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

11 JORGE GARCIA MORALES, on behalf of
12 himself and all others similarly situated and
13 aggrieved,

CASE NO.: 20STCV36535
[Assigned for all purposes to the Hon. Kenneth
R. Freeman in Dept. 14]

14 *Plaintiff,*

~~PROPOSED~~ JUDGMENT

15 v.

16 BALDY’S RESTAURANT GROUP, LLC, a
17 California limited liability company, doing
18 business as LITTLE FATTY; DAVID KUO, an
individual; and DOES 1 through 100, inclusive,

19 Defendants..

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1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class Action and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Joint Stipulation Re: Class Action and Representative Action Settlement
7 (“Settlement,” “Agreement” or “Settlement Agreement”). All terms used herein shall have the same
8 meaning as defined in the Settlement Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly paid
10 employees who worked in California for defendants Baldy’s Restaurant Group, LLC and David Kuo
11 (collectively, “Defendants”) at any time during the period from September 23, 2016 through April
12 9, 2021 (“Class Period”).

13 3. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
14 to the Settlement, and there were zero (0) workweek disputes; thus, all Class Members are
15 Participating Class Members.

16 4. Defendant shall make payment of the \$150,000.00, the Gross Settlement Amount, and
17 Employer Taxes, into an account established by the Settlement Administrator.

18 5. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff,
19 the LWDA, Participating Class Members, and Aggrieved Employees pursuant to the Order Granting
20 Final Approval.

21 6. Individual Settlement Payment and Individual PAGA Payment checks shall remain
22 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
23 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments
24 shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class
25 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
26 Procedure Section..

27 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
28 entry of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full

1 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff
2 and all Participating Class Members release all claims against the Released Parties asserted in the
3 Complaint filed in the Action, or any and all claims that may be asserted against the Released Parties
4 based on the factual allegations in the First Amended Complaint filed on February 25, 2021, as
5 follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay
6 overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
7 compliant meal and rest periods and associated premium pay; (d) all claims for the failure to timely
8 pay wages upon termination or resignation; (f) all claims for non-compliant wage statements; (g) all
9 claims for failure to reimburse costs as required under Labor Code § 2802; and (h) all claims asserted
10 through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code
11 violations referenced in the Complaint (the "Class Released Claims").

12 8. For Aggrieved Employees, the release includes, for the duration of the PAGA Period,
13 all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising
14 out of Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 based on the factual
15 allegations and Labor Code sections alleged to have been violated in both the PAGA Notice and the
16 Operative Complaint filed on February 25, 2021, which include, without limitation, alleged
17 violations of Labor Code sections 204, 246, 432, 1174, 1198.5, and 2810.5 (the "PAGA Released
18 Claims").

19 9. The parties released shall include: Defendants and each of their past, present, and future
20 respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored
21 employee benefit plans of any nature and their successors and predecessors in interest, including all
22 of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
23 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents
24 ("Released Parties").

25 10. This document shall constitute a Judgment for purposes of California Rules of Court,
26 Rule 3.769(h).

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28 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

Case No. _____

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Dated: _____, 2024



Judge of the Superior Court
Kenneth R. Freeman / Judge

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