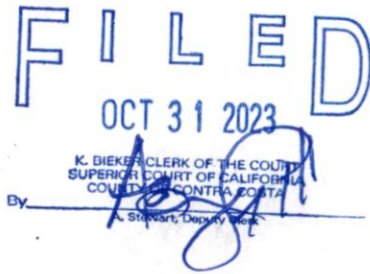


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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF CONTRA COSTA COUNTY

16 Robert Anthony Gonzalez, Maurice Frank  
17 and Ethan Collins, individuals, appearing  
18 on behalf of themselves and on behalf of  
19 all others similarly situated,

20 Plaintiffs,

21 v.

22 Golden Gate Bell, LLC and  
23 DOES 1 to 100,

24 Defendants.

Case No. MSC21-00956

~~REVISED [PROPOSED]~~ JUDGMENT

Date: October 19, 2023  
Time: 9:00 a.m.  
Dept.: 12  
Judge: Hon. Charles Treat

25  
26  
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~~REVISED [PROPOSED]~~ JUDGMENT

1 The Court hereby enters Judgment as follows:

2  
3 1. Pursuant to Rule of Court 3.769(h), the Court now enters judgment in this  
4 matter, but retains its jurisdiction over the parties to enforce the terms of the judgment,  
5 which are set forth in the Final Approval Order.

6 2. As used in this Judgment, "Class Period" means the period from July 18,  
7 2014 to November 1, 2022.

8 3. Pursuant to Rule of Court 3.771(a), the Settlement Class bound by this  
9 Judgment is set forth in the Final Approval Order, and includes all individuals employed  
10 by Defendant Golden Gate Bell, LLC ("Defendant") in California as non-exempt  
11 employees during the Class Period.

12 4. As used in this Judgment, "Participating Class Member" means all Class  
13 Members, with the exception of the two individuals whose opt-out requests have been  
14 granted by the Court. These individuals are identified in the Order Granting Final  
15 Approval of the Settlement.

16 5. This Judgment reflects a settlement payment obligation of Four Million  
17 Five Hundred Thousand Dollars (\$4,500,000).

18 6. Class Counsel are awarded attorney fees of One Million Eight Hundred  
19 Dollars (\$1,800,000), allocated as follows:

- 20 • \$900,000 to The Graves Firm;  
21 • \$774,000 to James Hawkins, APLC; and  
22 • \$126,000 to Frontier Law Center.

23 7. Class Counsel are awarded litigation expenses, allocated as follows:

- 24 • \$30,423.41 to The Graves Firm;  
25 • \$29,166.81 to James Hawkins, APLC; and  
26 • \$4,777.17 to Frontier Law Center.  
27  
28

1           8.     Five percent (5%) of the attorney fees are to be withheld by the claims  
2 administrator pending satisfactory compliance with the settlement administration process,  
3 as found by the Court. (See Paragraph 17, *infra.*).

4           9.     Service Payments are awarded to the Plaintiffs and Class Representatives as  
5 follows:

- 6               •     Fifteen Thousand Dollars (\$15,000) each for Class Representatives  
7               Maurice Frank and Ethan Collins; and
- 8               •     Ten Thousand Dollars (\$10,000) for Class Representative Robert  
9               Anthony Gonzalez.

10          10.    Pursuant to California Code of Civil Procedure §384(b), the Court finds that  
11 the total amount that will be payable to all Participating Class Members, if all  
12 Participating Class Members are paid the amount to which they are entitled pursuant to  
13 this Order, is estimated to be \$2,131,732.61, exclusive of the Individual PAGA payments  
14 to Aggrieved Employees. Including the Individual PAGA payments to Aggrieved  
15 Employees, the total amount that will be payable to all Participating Class Members and  
16 Aggrieved Employees, if all Participating Class Members and Aggrieved Employees are  
17 paid the amount to which they are entitled pursuant to this Order, is estimated to be  
18 \$2,231,732.61.

19          11.    As used in this Judgment, “Action” means and includes the above-captioned  
20 matter, case MSC21-00956, as well as the matter entitled *Frank, et al. v. Golden Gate*  
21 *Bell, LLC*, Case No. RG18913275, pending in the Alameda County Superior Court and  
22 consolidated with cases RG19037980 and HG18919698, and includes cases RG19037980  
23 and HG18919698.

24          12.    As used in this Judgment, “Released Parties” means Defendant Golden Gate  
25 Bell, LLC and its parents and affiliates (including but not limited to Diversified  
26 Restaurant Group, LLC, but excluding any successor owner of a restaurant), and its  
27 franchisor (Taco Bell Franchisor, LLC).



1           13. As used in this Judgment, “Released Class Claims” is defined as follows:  
2 any and all causes of action, claims, rights, damages, punitive or statutory damages,  
3 penalties, liabilities, expenses, and losses alleged in the Operative Complaints in Case  
4 Nos. RG18913275, RG19037980, MSC21-00956 and HG18919698, or alleged in  
5 Plaintiffs’ PAGA Notices, or that could have been alleged based upon the facts alleged in  
6 the Action or PAGA Notices. The release shall include all of the following to the extent  
7 that they were alleged or could have been alleged based upon the facts stated in Action or  
8 PAGA Notices: (a) any alleged failure by Defendant (1) to pay wages, reporting time pay,  
9 minimum wages, or overtime; (2) to provide meal or rest periods or compensation in lieu  
10 thereof; (3) to provide compliant wage statements; (4) to timely pay wages during or at  
11 the end of alleged employment; (5) to reimburse for all necessary business expenses or  
12 other losses/expenditures; (6) to accurately record work hours and meal break periods;  
13 (b) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties  
14 pursuant to the Private Attorneys General Act of 2004, California Labor Code sections  
15 2698, *et seq.*, arising under the California Labor Code or Wage Orders based on the  
16 alleged failures set forth in (a)(1) through (a)(6) above; and (c) any right or claim for  
17 unfair business practices in violation of California Business & Professions Code sections  
18 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and  
19 (d) any violation of the California Labor Code arising from or related to the conduct  
20 alleged in (a)(1) through (a)(6) above, including, without limitation, violation of  
21 California Labor Code §§201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11,  
22 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other state or federal  
23 statute, rule and/or regulation (Wage Order), or similar causes of action which any  
24 Participating Class Member has or might have that was alleged or by reason of or in  
25 connection with any matter or fact set forth or referred to in the Action or PAGA Notices  
26 during the Class Period. Nothing in the Settlement shall release any claims that were not  
27 alleged in the Action or PAGA Notices or could not have been alleged based on the facts  
28

1 alleged in the Action or PAGA Notices. Nothing in the release shall release or limit any  
2 obligation created by the Settlement.

3 14. As used in this Judgment, “Released PAGA Claims” is defined as: “all and  
4 any PAGA claims, rights, demands, liabilities, penalties, fines, debts and causes of action,  
5 arising from the PAGA claims pled in the Action or Plaintiffs’ PAGA Notices; or that  
6 could have been pled in the Action based on the allegations therein.

7 15. Upon Defendant’s payment in full of: 1) the Gross Settlement Amount  
8 required by Section 4.2 of the Settlement and the Order Granting Final Approval of  
9 Settlement and 2) all employer payroll taxes owed on the Wage Portion of Individual  
10 Class Payments, and excepting only the rights and conditions created by the Settlement,  
11 the Order Granting Final Approval of the Settlement, and this Judgment, each  
12 Participating Class Member, regardless of whether he or she has received actual notice of  
13 the proposed Settlement, shall compromise, settle, discharge, and release the Released  
14 Class Claims against each of the Released Parties.

15 16. Upon Defendant’s payment in full of: 1) the Gross Settlement Amount  
16 required by Section 4.2 of the Settlement and this Order and 2) all employer payroll taxes  
17 owed on the Wage Portion of Individual Class Payments, and excepting only the rights  
18 and conditions created by the Settlement, this Order and the Judgment in this matter,  
19 the State of California, and each Aggrieved Employee shall compromise, settle, discharge,  
20 and release the Released PAGA Claims against each of the Released Parties.

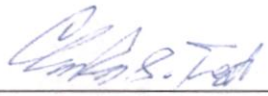
21 17. A hearing regarding compliance with the terms of the Settlement, the  
22 Court’s Final Approval Order and this Judgment is set for June 6, 2024 at 9:00 a.m.  
23 Plaintiffs’ counsel are to submit a compliance statement, to include the Administrator’s  
24 declaration attesting to the disbursements of all payments required under the Settlement,  
25 one week before the date of the compliance hearing.

26 18. **JUDGMENT IS HEREBY ENTERED** as to the Class Representatives  
27 and Plaintiffs, the Participating Class Members, the Aggrieved Employees, and Defendant  
28 Golden Gate Bell, LLC, on the terms and conditions of the Settlement approved by the

1 Court in its Order Granting Final Approval of the Settlement. Without affecting the  
2 finality of the Judgment or Settlement, this Court hereby retains continuing jurisdiction to  
3 assure compliance with all terms of the Settlement Agreement, the Order Granting Final  
4 Approval of the Settlement, and this Judgment.

5 19. Pursuant to Code of Civil Procedure §384(b), after the settlement is  
6 completely implemented, this judgment shall be amended to reflect the amount paid to the  
7 *cy pres* recipient.  
8  
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10

11 DATED: OCT 30 2023  
12

  
13 Hon. Charles S. Treat  
14 Judge of the Superior Court  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On October 23, 2023, I served the following document(s) described as:

**REVISED [PROPOSED] JUDGMENT**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

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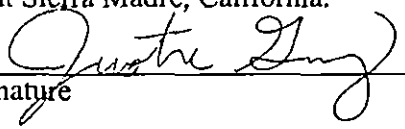
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☒ **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on October 23, 2023 at Sierra Madre, California.

Justine Gray  
\_\_\_\_\_  
Type or Print Name

  
\_\_\_\_\_  
Signature