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similarly situated and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JAMESHA DARLETA BOOTHE,
ALEXZANDER ROBERTS and JEANPAUL
MEDELLIN, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

LEMONADE RESTAURANT GROUP, LLC.,
a Delaware limited liability company; JESSE
VARELA, an individual; and DOES 1
through 100, inclusive

Defendants.

CASE NO.: 22STCV38302

[Assigned for all purposes to the Hon.
Laura Seigle, Dept. 17]

~~[PROPOSED]~~ JUDGMENT

FILED
Superior Court of California
County of Los Angeles

04/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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Attorneys for Plaintiffs Alexzander Roberts, individually,
and on behalf of other similarly situated employees, and
JeanPaul Medellin, individually, and on behalf of other similarly
situated employees and aggrieved employees pursuant to the
California Private Attorneys General Act

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
5 Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final
6 Approval") and the Joint Stipulation Re: Class Action and Representative Action Settlement
7 ("Settlement Agreement") entered into by plaintiffs Plaintiffs Jamesha Darleta Boothe, Alexzander
8 Roberts and JeanPaul Med (collectively, "Plaintiffs") and Defendant Lemonade Restaurant Group,
9 LLC ("Defendant"). All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 2. The "Settlement Class," "Class Members," or "Settlement Class" are all persons who
12 currently or formerly worked for Defendant (irrespective of any change in ownership), either
13 directly or through any subsidiary, staffing agency, or professional employer organization, as non-
14 exempt, hourly-paid employees in the State of California from December 8, 2018 through
15 February 2, 2024 ("Class Period").

16 3. The "Aggrieved Employees" are defined as all persons who currently or formerly
17 worked for Defendant (irrespective of any change in ownership), either directly or through any
18 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
19 employees in the State of California from December 8, 2021 through February 2, 2024 ("PAGA
20 Period").

21 4. One (1) Class Members opted out of the Settlement, zero (0) Class Members objected
22 to the Settlement, and zero (0) submitted any Workweek disputes. The individual who opted out
23 of the Settlement is Olivia Perlman.

24 5. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
25 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
26 Administrator no later than 10 days after the Effective Date. Effective Date means the later of: (a)
27 the 61st day (unless the last such date is a weekend or holiday, in which case the next business day
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1 shall be used) after the Court enters an order granting final approval of the Settlement, as long as no
2 timely appeal is taken by a Class Member of the order of final approval; (b) if an objection is filed
3 and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely
4 appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal
5 in a way that does not alter the terms of the Settlement

6 6. Checks to Class Members and Aggrieved Employees shall remain valid and negotiable
7 for one hundred and eighty (180) calendar days after the date of their issuance. For any check that
8 is uncashed shall be cancelled after the void date and the Administrator shall transmit the funds
9 represented by such checks to the California Controller's Office, Unclaimed Property Fund.

10 7. Effective upon entry of Judgment, Final Approval, and on the date when Defendant
11 fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage
12 Portion of the Individual Class Payments, Plaintiffs and Class Members will release claims against
13 all Released Parties as follows:

14 a. Release by Participating Class Members: All Participating Class Members release
15 the Released Parties, for the duration of the Class Period, the claims pled in the
16 Operative Complaint and any claims that were, or reasonably could have been pled
17 based on facts alleged in the Operative Complaint, including all claims for failure
18 to pay for all hours worked, unpaid wages (including minimum wage, straight
19 time, overtime and double time), meal period violations (including meal
20 premiums), rest break violations (including rest premiums), failure to pay premium
21 wages at the correct regular rate, failure to pay final wages, failure to provide
22 accurate wage statements, failure to reimburse business expenses, and unlawful
23 business practices under the California Labor Code and/or the California Business
24 and Professions Code, and any other claims for restitution or equitable relief,
25 statutory penalties available for any of the foregoing, and attorneys' fees and costs.

26 b. Release by Aggrieved Employees: All Aggrieved Employees release the Released
27 Parties, for the duration of the PAGA Period, civil penalties under the Private
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1 Attorneys General Act of 2004, Cal. Labor Code §§ 2699 et seq, and all claims
2 pled in the Operative Complaint, and the PAGA Notices, and any claims that were,
3 or reasonably could have been pled based on facts alleged in the Operative
4 Complaint and PAGA Notices, including, all claims for civil penalties under
5 PAGA for failure to pay for all hours worked, unpaid wages (including minimum
6 wage, straight time, overtime and double time), meal period violations (including
7 meal premiums), rest break violations (including rest premiums), failure to pay
8 premium wages at the correct regular rate, failure to pay final wages, failure to
9 provide accurate wage statements, failure to provide personnel records, failure to
10 pay vacation wages, failure to reimburse business expenses, failure to pay split
11 shift premiums, failure to pay reporting time pay, failure to provide wage theft
12 notices, failure to provide sick leave, failure to timely pay wages during
13 employment, unlawful noncompete practices, violation of whistleblower
14 protections, unlawful restrictions on organizing activity, failure to keep requisite
15 payroll records, and unlawful business practices under the California Labor Code
16 and/or the California Business and Professions Code, including all claims for
17 restitution or equitable relief, civil penalties, statutory penalties of any nature
18 whatsoever, and attorneys' fees and costs

19 8. The parties released shall include Defendant, its current and former owners of any
20 kind and anywhere in the corporate chain of ownership (including but not limited to Elite
21 Restaurant Group, Inc., Modern Restaurant Concepts, Holdings, LLC, and LRG Parent, LLC)
22 and any of Defendant's respective owners, members, investors, shareholders, parents,
23 subsidiaries, affiliates, representatives, successors, assigns, and any of their respective directors,
24 officers, agents, or employees, including Jesse Varela ("Released Parties").

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

1 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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3 Dated: 04/23/2025



Laura Seigle

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Judge of the Superior Court

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Laura A. Seigle / Judge

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