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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~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

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

1 This matter having come before the Court for a final fairness hearing pursuant to the Order
2 of this Court granting preliminary approval (“Preliminary Approval Order”) of the class and
3 representative action settlement upon the terms set forth in the Class and PAGA Settlement
4 Agreement (“Settlement” or “Settlement Agreement”) submitted in support of the Motion for
5 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
6 Certification for Settlement Purposes Only; and due and adequate notice having been given to the
7 Class Members as required in the Preliminary Approval Order; and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement; Service
11 Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
15 to this litigation, including all Class Members.

16 4. For settlement purposes only, the Court certifies the following settlement class (“Class
17 Members,” “Settlement Class,” or “Settlement Class Members”): all persons who currently or
18 formerly worked for Defendant Lemonade Restaurant Group, LLC (irrespective of any change in
19 ownership), either directly or through any subsidiary, staffing agency, or professional employer
20 organization, as non-exempt, hourly-paid employees in the State of California from December 8,
21 2018 through February 2, 2024 (“Class Period”).

22 5. “Plaintiffs” refers to Plaintiffs Jamesha Darleta Boothe, Alexzander Roberts and
23 JeanPaul Medellin (collectively “Plaintiffs”).

24 6. The parties released shall include: Defendant, its current and former owners of any kind
25 and anywhere in the corporate chain of ownership (including but not limited to Elite Restaurant
26 Group, Inc., Modern Restaurant Concepts, Holdings, LLC, and LRG Parent, LLC) and any of
27 Defendant’s respective owners, members, investors, shareholders, parents, subsidiaries, affiliates,
28 representatives, successors, assigns, and any of their respective directors, officers, agents, or

1 employees, including Jesse Varela (“Released Parties”).

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

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

18 b. Release by Aggrieved Employees: All Aggrieved Employees release the Released
19 Parties, for the duration of the PAGA Period, civil penalties under the Private
20 Attorneys General Act of 2004, Cal. Labor Code §§ 2699 et seq, and all claims pled
21 in the Operative Complaint, and the PAGA Notices, and any claims that were, or
22 reasonably could have been pled based on facts alleged in the Operative Complaint
23 and PAGA Notices, including, all claims for civil penalties under PAGA for failure
24 to pay for all hours worked, unpaid wages (including minimum wage, straight time,
25 overtime and double time), meal period violations (including meal premiums), rest
26 break violations (including rest premiums), failure to pay premium wages at the
27 correct regular rate, failure to pay final wages, failure to provide accurate wage
28 statements, failure to provide personnel records, failure to pay vacation wages,

1 failure to reimburse business expenses, failure to pay split shift premiums, failure to
2 pay reporting time pay, failure to provide wage theft notices, failure to provide sick
3 leave, failure to timely pay wages during employment, unlawful noncompete
4 practices, violation of whistleblower protections, unlawful restrictions on organizing
5 activity, failure to keep requisite payroll records, and unlawful business practices
6 under the California Labor Code and/or the California Business and Professions
7 Code, including all claims for restitution or equitable relief, civil penalties, statutory
8 penalties of any nature whatsoever, and attorneys' fees and costs.

9 8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
10 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement
11 Agreement and the other matters set forth herein have been completed in conformity with the
12 Preliminary Approval Order, including individual notice to all Class Members who could be
13 identified through reasonable effort, and was the best notice practicable under the circumstances.
14 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
15 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
16 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

17 9. One (1) Class Members opted out of the Settlement, zero (0) Class Members objected
18 to the Settlement, and zero (0) submitted any Workweek disputes. The Class Member who opted
19 out of the Settlement is Olivia Perlman.

20 10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
21 Plaintiffs has satisfied the standards and applicable requirements for final approval of class action
22 settlement under California law, including the provisions of Code of Civil Procedure section 382
23 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
24 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

25 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
26 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
27 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
28 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds

1 that the Parties have conducted extensive and costly investigation and research, and counsel for the
2 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
3 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
4 be presented by the further prosecution of this Action. The Court has noted the significant benefits
5 to the Class Members under the Settlement. The Court also finds that the class is properly certified
6 as a class for settlement purposes only.

7 12. The Court approves Plaintiffs as class representative.

8 13. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.;
9 and Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law,
10 APC as Class Counsel.

11 14. The Court approves ILYM Group, Inc. ("Settlement Administrator"), as the Settlement
12 Administrator.

13 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
14 \$683,333.33, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
15 In addition, the Court awards Class Counsel reimbursement of their actual costs of \$27,881.79 to be
16 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
17 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
18 Agreement.

19 16. The Court hereby approves a Service Award of \$7,500.00 to each Plaintiff, for a total
20 of \$22,500.00, to Plaintiffs in consideration of their time, effort and risk incurred on behalf of the
21 Settlement Class, and for providing a general release and releasing unknown claims pursuant to
22 Civil Code section 1542. The Service Award will be paid to Plaintiffs by the Settlement
23 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

24 17. The Court hereby approves the Settlement Administrator's cost in the amount of
25 \$16,000.00. The Settlement Administrator shall be paid the cost of administration of the settlement
26 from the Gross Settlement Amount.

27 18. The Court hereby approves the PAGA penalties amount of \$250,000.00, seventy-five
28 percent (75%) or \$187,500.00 of which will be paid to the Labor and Workforce Development

1 Agency out of the Gross Settlement Amount and twenty-five percent (25%) or \$62,500.00 of which
2 will be distributed to “Aggrieved Employees,” defined as all persons who currently or formerly
3 worked for Defendant (irrespective of any change in ownership), either directly or through any
4 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
5 employees in the State of California from December 8, 2021 through February 2, 2024 (“PAGA
6 Period”).

7 19. Except as expressly provided herein, the Parties each shall bear all their own fees and
8 costs in connection with this matter.

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

13 21. A Status Conference Re: Final Administration of the Class Action Settlement is hereby
14 scheduled for 04/23/2025 at 10:00 AM, in the above referenced Department of the above
15 entitled Court. Five (5) Court days prior, the Parties shall file a declaration from the administrator
16 confirming that the claims have been paid and that administration of all the terms and conditions of
17 the class action settlement have been completed. Should the Court find that said declaration has
18 sufficiently evidenced full and complete administration of the class action settlement, said hearing
19 will go off-calendar.

20 22. Without affecting the finality of the Judgment in any way, this Court hereby retains
21 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
22 and all orders and judgments entered in connection therewith.

23
24 **IT IS SO ORDERED.**

25
26 Dated: 04/23/2025



Laura Seigle

Judge of the Superior Court

Laura A. Seigle / Judge