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FILED
Superior Court of California
County of Los Angeles

09/25/2025

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICTOR M. GARCIA, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General;

Plaintiffs

vs.

LOS HERMANOS MEXICAN FOODS, INC. DBA LOS TRES HERMANOS, a California corporation; G & R FAMILY ENTERPRISES, INC., a California corporation; PRESIDENTE, a business entity of unknown nature; GRACIANA BODEGA, LLC, a California limited liability company; GRACIANA TAMALE FACTORY, a business entity of unknown nature; GRACIANA, LLC DBA GRACIANA TORTILLA FACTORY, a California limited liability company; and DOES 1 through 50, inclusive;

Defendants

Case No.: 23STCV17241

Assigned for All Purposes to the Hon. Elihu M. Berle, Dept. 6

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: September 19, 2025
Time: 9:00 am
Dept.: 6

Complaint Filed: July 24, 2023
FAC Filed: January 9, 2025
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Victor M. Garcia (“Plaintiff”) for Preliminary Approval of Class
3 Action and PAGA Settlement (“Motion”) came on regularly for hearing before this Court on a
4 September 19, 2025. The Court, having considered the proposed Amended Class Action
5 Settlement Agreement (“Settlement Agreement” or “Settlement”), attached as **Exhibit C** to the
6 Supplemental Declaration of Carlos Jimenez in support of Plaintiff’s Motion for Preliminary
7 Approval of Class Action and PAGA Settlement, memorandum of points and authorities in support
8 thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set forth
10 in the Settlement Agreement and finds its terms to be within the range of reasonableness of a
11 settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All
12 terms used herein shall have the same meaning as defined in the Settlement Agreement. For
13 purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that
14 there is a sufficiently well-defined community of interest among the members of the Class in
15 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional
16 certification of the following settlement Class:

17 All current and former non-exempt employees of Defendants Los Hermanos
18 Mexican Foods, Inc. dba Los Tres Hermanos (“Los Hermanos”) and Graciana, LLC
19 dba Graciana Tortilla Factory (“Graciana”) (Los Hermanos and Graciana are jointly
20 referred to as “Defendants”) (Plaintiff and Defendants are jointly referred to as the
21 “Parties”) that worked in the State of California for Los Hermanos at any time
between July 24, 2019 and March 15, 2025, and for Graciana at any time between
September 25, 2019 and April 7, 2025.

22 2. For purposes of the Settlement only, the Court designates Plaintiff as Class
23 Representative, and designates Protection Law Group, LLP as Class Counsel.

24 3. The Court designates Apex Class Action Settlement Administrators as the third-
25 party Settlement Administrator.

26 4. The parties are ordered to implement the Settlement according to the terms of the
27 Settlement Agreement.
28

1 5. The Court approves, as to form and content, the proposed Amended Notice of
2 Proposed Class Action Settlement and Final Approval Hearing (“Notice of Settlement”) attached
3 hereto as **Exhibit A**.

4 6. The Court finds that the form of notice to the Class regarding the pendency of the
5 action and of the Settlement, the dates selected for mailing and distribution, and the methods of
6 giving notice to members of the Class, satisfy the requirements of due process, constitute the best
7 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
8 members of the Class. The form and method of giving notice complies fully with the requirements
9 of California Code of Civil Procedure §382, California Civil Code §1781, California Rules of
10 Court §§3.766 and 3.769, the California and United States Constitutions, and other applicable law.

11 7. The Court further approves the procedures for Class Members to opt-out of or
12 object to the Settlement, as set forth in the Notice of Settlement and the Settlement Agreement.
13 The procedures and requirements for filing objections in connection with the final fairness hearing
14 are intended to ensure the efficient administration of justice and the orderly presentation of any
15 Class Member’s objection to the Settlement, in accordance with the due process rights of all Class
16 Members.

17 8. The Court directs the Settlement Administrator to mail the Notice of Settlement to
18 the members of the Class in accordance with the terms of the Settlement.

19 9. The Notice of Settlement shall provide 60 calendar days’ notice for Class Members
20 to submit disputes, opt-out of, or object to the Settlement.

21 10. The hearing on Plaintiff’s Motion for Final Approval of Settlement on the question
22 of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled
23 in Department 1 of this Court, located at 312 North Spring Street, Los Angeles, California 90012,
24 on February 6, 2026, at 9:00 a.m.

25 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
26 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
27 final approval of the Settlement should be entered; and (c) whether Plaintiff’s application for
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1 service and release awards, settlement administration costs, and Class Counsel's attorney's fees
2 and costs, should be granted.

3 12. Counsel for Plaintiff shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of Plaintiff's application for service and
5 release awards, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to
6 the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set
7 by the Code of Civil Procedure and the California Rules of Court.

8 13. An implementation schedule is below:

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	October 10, 2025
Settlement Administrator to mail the Notice of Settlement to the Class no later than:	October 24, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	November 24, 2025
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	December 24, 2025
Responses to Objections and Third Party Administrator Declaration Due	January 23, 2026
Hearing on Motion for Final Approval of Settlement	February 6, 2026, at 9:00 a.m.

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22 14. Pending the Final Fairness hearing, all proceedings in this action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
24 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court
25 hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or
26 suits regarding claims released by the Settlement, unless and until such Class Members have filed
27 valid Requests for Exclusion with the Settlement Administrator.

28 15. The Court has preliminarily approved Settlement Administration Costs not to
exceed \$10,000.00, with a final determination to be made at the Final Fairness Hearing.

Exhibit A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Victor M. Garcia v. Los Hermanos Mexican Foods, Inc., et al.

Los Angeles County Superior Court Case No. 23STCV17241

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of Defendant Los Hermanos Mexican Foods, Inc. that worked in the State of California at any time between July 24, 2019 and March 15, 2025, and all current and former non-exempt employees of Defendant Graciana LLC that worked in the State of California at any time between September 25, 2019 and April 7, 2025.

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Victor M. Garcia (“Plaintiff”) filed a class action lawsuit against Defendants Los Hermanos Mexican Foods, Inc. dba Los Tres Hermanos, G & R Family Enterprises, Inc., Presidente, Graciana Bodega, LLC, Graciana Tamale Factory entitled *Victor M. Garcia v. Los Hermanos Mexican Foods, Inc., et al.* filed in the Los Angeles County Superior Court Case No. 23STCV17241 on July 24, 2023 (“Class Action”). The Class Action claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. Plaintiff also filed a representative action pursuant to the California Private Attorneys General Act (“PAGA”) against Graciana, LLC dba Graciana Tortilla Factory, entitled *Victor M. Garcia v. Graciana, LLC dba Graciana Tortilla Factory*, filed in the Los Angeles County Superior Court Case No. 23STCV23221 on September 25, 2023 (“PAGA Action”). The settlement also seeks to recover penalties pursuant to the PAGA. Los Hermanos Mexican Foods, Inc. dba Los Tres Hermanos (“Los Hermanos”) and Graciana, LLC dba Graciana Tortilla Factory (“Graciana”) are jointly referred to as “Defendants”. On January 9, 2025, Plaintiff filed a First Amended Complaint in the Class Action adding Graciana as a defendant and adding a PAGA claim. The Class Action and PAGA Action are jointly referred to as the “Action”. The Defendants deny all alleged violations and deny that they owe Class Members any monies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Fresno County Superior Court (the “Court”) is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On September 19, 2025, the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed their attorneys at Protection Law Group LLP as counsel for the Class (“Class Counsel”).

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee of Defendant Los Hermanos that worked in the State of California at any time between July 24, 2019 and March 15, 2025, and all current and former non-exempt employees of Defendant Graciana that worked in the State of California at any time between September 25, 2019 and April 7, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Eight Hundred Eighty Thousand Dollars and Zero Cents (\$880,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Three Hundred Eight Thousand Dollars (\$308,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00);
- C. **Enhancement Payment to the Class Representative** in an amount of Ten Thousand Dollars and Zero Cents (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00); and
- E. **PAGA Penalties** in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$45,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$15,000.00) will be distributed to current and former non-exempt employees of Defendants who worked in the State of California at any time between July 21, 2022 and March 15, 2025.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of workweeks you worked in California as non-exempt employee of Defendant Los Hermanos between July 24, 2019 and March 15, 2025, and of Defendant Graciana between September 25, 2019 and April 7, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as fifteen percent (15%) wages, forty percent (40%) interest and forty-five percent (45%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from

and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX workweeks during the class period. Your Individual Settlement Payment is **\$XXX.XX** (Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.**

You worked **XXX workweeks during the PAGA period. Your Individual PAGA Payment is **\$XXX.XX** (PAGA Class Member’s Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.**

This amount was determined based on Defendants Los Hermanos’ record of your employment between July 24, 2019 and March 15, 2025 and/or Defendants Graciana’s record of your employment between September 25, 2019 and April 7, 2025, and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by December 24, 2025. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator following consultation with the Parties. However, the Court shall review and could reverse the Settlement Administrator’s initial determination. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount and employer-side payroll taxed by Defendants to the Settlement Administrator, Participating Class Members shall fully release and discharge the “Released Parties” from any and all “Released Class Claims” and “Released PAGA Claims” that accrued during the “Class Period.”

The “Released Parties” means Defendants Los Hermanos Mexican Foods, Inc., and Graciana, LLC as named by Plaintiff in the operative complaint, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that were or could have been alleged in the Operative Complaint that arose during the Class Period, including without limitation with respect to the following claims: (i) failure to pay overtime wages; (ii) failure to provide compliant meal periods; (iii) failure to authorize or permit compliant rest periods; (iv) failure to pay minimum wage; (v) failure to timely pay wages during employment and final wages; (vi) failure to provide complete and accurate wage statements; (vii) failure to keep complete and accurate payroll records; (viii) failure to reimburse necessary business-related expenses; (ix) all

claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (x) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties, interest, or attorneys' fees associated with all such causes of action under California law. This release includes any and all statutes listed in the operative complaint pertaining to claims against Defendants.

“Released PAGA Claims” means all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged both in Plaintiff’s July 21, 2023 PAGA Letter to the LWDA and in the operative complaint including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699. The Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA period).

The “Los Hermanos Class Period” means the period commencing on July 24, 2019, and March 15, 2025.

The “Graciana Class Period” means the period commencing on September 25, 2019, and April 7, 2025.

The “PAGA Period” during which the release of Released PAGA Claims pertains is from July 21, 2022, and March 15, 2025.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the Class and the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: “I wish to exclude myself from the class settlement reached in the matter of “*Victor M. Garcia v. Los Hermanos Mexican Foods, Inc., et al.* filed in the Los Angeles County Superior Court Case No. 23STCV17241 on July 24, 2023, I understand that by excluding myself, I will not receive money from the settlement of my individual claims.”

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by December 24, 2025. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]

[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group, LLP, as Class Counsel. These attorneys contact information is set forth below:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$308,000.00 and reimbursement of litigation cost/expenses of up to \$40,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than December 24, 2025. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 9:00 a.m. on February 6, 2026, at the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012 in Department 6. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

The Court's Order and Judgment approving the settlement, whether favorable or not, will bind all members who do not request exclusion.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.████████.com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[REDACTED\]](#) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE