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11 VICTOR M. GARCIA

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

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

18 Plaintiffs

19 vs.

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

Defendants

**FILED**  
Superior Court of California  
County of Los Angeles

05/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By:                     R. Corleto                     Deputy

Case No.: 23STCV17241

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

**~~PROPOSED~~ FINAL ORDER AND JUDGMENT**

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

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court  
3 for a hearing and Final Order Approving Class Action and PAGA Settlement and Judgment (“Final  
4 Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”),  
5 and as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement  
6 (“Settlement Agreement” or “Agreement”) attached to the Declaration of Heather Davis in Support  
7 of Plaintiff’s Motion for Final Approval as Exhibit 1, and due and adequate notice having been  
8 given to all Class Members as required in the Preliminary Approval Order, and the Court having  
9 considered all papers filed and proceedings had herein and otherwise being fully informed and  
10 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**  
11 **FOLLOWS:**

12 1. The Court GRANTS Plaintiff Victor M. Garcia’s (“Plaintiff”) Motion for Final  
13 Approval of Class Action and PAGA Settlement.

14 2. All terms used herein shall have the same meaning as defined in the Agreement.

15 3. The term “Class” and “Class Members” shall mean the following: “all current and  
16 former non-exempt employees who worked for Los Hermanos Mexican Foods, Inc. in the state of  
17 California at any time from July 24, 2019, through March 15, 2025, (the “Los Hermanos Class  
18 Period”) and non-exempt employees who worked for Graciana, LLC, in the State of California  
19 between September 25, 2019, and April 7, 2025. (the “Graciana Class Period”)” The term  
20 “Participating Class Member” includes all Class Members who did not submit a timely and valid  
21 Request for Exclusion as provided in the Agreement.

22 4. The term “PAGA Members” shall mean the following: “all current and former non-  
23 exempt employees of Los Hermanos Mexican Foods, Inc, and Graciana, LLC, who worked for  
24 Defendants in the state of California, at any time between July 21, 2022, and March 15, 2025.”

25 5. This Court has jurisdiction over the subject matter of this Action and over all Parties  
26 to this Action, including all Class Members and PAGA Members.

27 6. Distribution of the Class Notice to the Class Members as set forth in the Agreement  
28 and the other matters set forth therein has been completed in conformity with the Preliminary

1 Approval Order, including individual notice to all Class Members who could be identified through  
2 reasonable effort, and the best notice practicable under the circumstances. The Class Notice  
3 provided due and adequate notice of the proceedings and of the matters set forth therein, including  
4 the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice,  
5 and the Class Notice fully satisfied the requirements of due process. All Class Members, all  
6 Released Class Claims and all Released PAGA Claims, are covered by and included within the  
7 Settlement and this Final Order.

8 7. The Court hereby finds the Settlement was entered into in good faith pursuant to  
9 and within the meaning of California Code of Civil Procedure section 877.6. The Court further  
10 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
11 standards and applicable requirements for final approval of this class action settlement under  
12 California law, including the provisions of California Code of Civil Procedure section 382 and  
13 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*  
14 *Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

16 9. The Court hereby approves the Settlement set forth in the Agreement and finds that  
17 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
18 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
19 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that  
20 the Parties have conducted extensive investigation and research, and counsel for the Parties are  
21 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this  
22 time will avoid additional substantial costs, as well as avoid the delay and risks that would be  
23 presented by the further prosecution of the Action. The Court has reviewed the benefits that are  
24 being granted as part of the Settlement and recognizes the significant value to the Class Members.  
25 The Court also finds that the Class is properly certified as a class for settlement purposes only.

26 10. Upon the complete funding of the Gross Settlement Amount and all applicable  
27 employer-side payroll taxes by Defendants, Plaintiff and all Participating Class Members, shall  
28 fully release and discharge the “Released Parties” from the “Released Class Claims” that arose

1 during the “Class Period” as set forth in the Settlement Agreement.

2 11. Upon the complete funding of the Gross Settlement Amount and all applicable  
3 employer-side payroll taxes by Defendants, the California Labor and Workforce Development  
4 Agency and the State of California, through Plaintiff as its agent and/or proxy, shall release and  
5 discharge the “Released Parties” from the “Released PAGA Claims” that arose during the “PAGA  
6 Period” as set forth in the Settlement Agreement

7 12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff  
8 Victor M. Garcia—on behalf of himself only—shall fully release the Released Parties from any  
9 and all Released Class Claims and Released PAGA Claims and also generally release and  
10 discharge the Released Parties from any and all claims whether known or unknown at the time of  
11 execution of the Settlement, as set forth in the Settlement Agreement.

12 13. There were no requests to be excluded from the settlement. The last date to timely  
13 submit a request for exclusion was December 24, 2025. Accordingly, 326 Participating Class  
14 Members are included and bound by this Order and Judgment.

15 14. The Court also hereby finds that there were no written objections to the Settlement.  
16 The last day to submit a written objection to the settlement was December 24, 2025. The Court  
17 also notes there were no objections made at the hearing on Final Approval of the Settlement.

18 15. The Court finds the settlement payments provided for under the Agreement to be  
19 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement  
20 Agreement, the Court orders Defendants to fund the Gross Settlement Amount of \$880,000.00, in  
21 accordance with the terms of the Agreement, to provide payments for the Class/PAGA Members  
22 individual settlement payments, class representative enhancement payment for Plaintiff Denice  
23 Muir, Class Counsel’s attorney fees and costs, the Settlement Administrator’s fees and expenses,  
24 and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The calculations and the  
25 payments shall be made administered in accordance with the terms of the Agreement.

26 16. Pursuant to the terms of the Agreement and the authorities, evidence, and argument  
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount  
28 of \$293,333.33 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of

1 \$18,766.90 from the Gross Settlement Amount as final payment for and complete satisfaction of  
2 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other  
3 person or entity related to the Action. The Court further orders that the award of attorneys' fees  
4 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

5 17. The Court hereby approves and orders a Class Representative Enhancement  
6 Payment of \$7,500.00 to Plaintiff Victor Garcia from the Gross Settlement Amount in accordance  
7 with the terms of the Settlement Agreement.

8 18. The Court approves and orders the payment in the amount of \$45,000.00 (75% of  
9 \$60,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private  
10 Attorneys General Act of 2004 (PAGA). The remaining \$15,000.00 (25% of \$60,000) shall be  
11 distributed to the PAGA Members as set forth in the Agreement.

12 19. The Court also hereby approves and orders payment from the Gross Settlement  
13 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
14 Apex Class Action, LLC, in the amount of \$8,850.00.

15 20. The Court hereby approves and orders payment of individual settlement payments  
16 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

17 21. The Court also hereby approves and orders that any checks distributed from the  
18 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
19 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
20 California State Controller's Office and held in trust for such Class Members pursuant to  
21 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

22 22. Provided the Settlement becomes effective under the terms of the Agreement, the  
23 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
24 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

25 23. Neither the Settlement nor any of the terms set forth in the Agreement is an  
26 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of  
27 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other  
28 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,

1 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an  
2 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing  
3 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
4 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
5 an admission or concession with regard to the denials or defenses by Defendants, or any of the  
6 other Released Parties, and shall not be offered in evidence in any action or proceeding in any  
7 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
8 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or  
9 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
10 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records  
11 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*  
12 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

13 24. Without affecting the finality of this Judgment, the Court shall retain continuing  
14 jurisdiction over this action and the parties, including all Class Members, and over all matters  
15 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
16 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
17 as provided to the contrary herein, any disputes or controversies arising with or with respect to the  
18 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court  
19 for resolution

20 25. An OSC regarding compliance with the terms of the settlement is set for February  
21 17, 2027, at 8:30 a.m. in Department 6. Class Counsel shall submit a final report on the  
22 disbursement of the settlement payments on or before February 8, 2027.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24 DATED: 05/20/2026



**Elihu M. Berle**

25  
26 Elihu M. Berle / Judge  
JUDGE OF THE SUPERIOR COURT