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FILED: 07/16/2026
San Luis Obispo Superior Court
By: Goff, Brandon

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

ADELA HURTADO, individually and on
behalf of all similarly situated employees of
Defendants in the State of California,

Plaintiff,

v.

GIUSEPPE'S CUCINA LLC, a Limited
Liability Company; and DOES 1 THROUGH
50, inclusive,

Defendants.

Case No.: 24CV-0735

**~~AMENDED~~ ~~[PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
ACTION SETTLEMENT**

Date: May 28, 2026
Time: 9:01 a.m.
Judge: Hon. Craig Van Rooyen
Dept.: 2

Complaint Filed: November 25, 2024
Trial Date: None set

1 Plaintiff Adela Hurtado's ("Plaintiff") Unopposed Motion for Approval of PAGA Action
2 Settlement came before this Court on May 28, 2026 at 9:01 a.m. in Department 2 of the Superior Court
3 for the County of San Luis Obispo, located at 1050 Monterey Street, San Luis Obispo, CA 93408. The
4 Court, having reviewed and considered the Private Attorneys General Act Settlement Agreement and
5 Release ("Settlement Agreement"), Plaintiff's Motion for Approval of PAGA Action Settlement, all
6 papers filed in support thereof, and the oral argument presented, HEREBY ORDERS, ADJUDGES, AND
7 DECREES THE FOLLOWING:

8 1. In accordance with California Labor Code § 2699(1)(2), the Court has reviewed the
9 Agreement. The Court APPROVES the Settlement as set forth in the Agreement and the Gross Settlement
10 Amount of \$105,000.00 and finds that the allocation of civil penalties for the claims under PAGA is fair,
11 reasonable, and appropriate.

12 2. The LWDA was provided with notice of the Settlement on December 9, 2025, and no
13 objection has been received to the Settlement from the LWDA.

14 3. The Settlement covers Plaintiff and all "Aggrieved Employees," defined as "all current and
15 former non-exempt employees of Defendant who worked for Defendant in California during the PAGA
16 Period." The PAGA Period is defined as the period from September 21, 2023, to September 20, 2025.

17 4. At the hearing on this motion held before this court on May 28, 2026, the parties
18 stipulated—at the request of Defendant Giuseppe's Cucina, LLC—to shorten the end of the PAGA Period,
19 so as to not trigger the escalator clause. The end of the PAGA Period shall now be September 4, 2025.

20 5. The Court ORDERS that PAGA Counsel's Fees Payment, PAGA Litigation Expenses
21 Payment, Plaintiffs' Enhancement Awards, and Administration Expenses Payment be deducted from the
22 Gross Settlement Amount, in accordance with the terms of the Settlement Agreement. The amounts,
23 respectively, to be deducted from the Gross Settlement Amount are as follows:

24 a. **PAGA Counsel's fees:** \$35,000.00;

25 b. **PAGA Litigation Expenses:** \$9,031.14;

26 c. **Plaintiff's Enhancement Award:** \$5,000.00

27 d. **Apex Administration Expenses:** \$5,890.00;

28 6. The Court finds that the PAGA Penalties totaling **\$50,078.86** after deduction of PAGA

Counsel's Fees Payment, PAGA Litigation Expenses Payment, Plaintiffs' Enhancement Awards, and Administration Expenses Payment, are adequate, fair and reasonable.

7. The Court ORDERS the \$50,078.86 PAGA Penalties be divided 65% or \$32,551.26 to the LWDA as the LWDA PAGA Payment, and 35% or \$17,527.60 be paid to the Aggrieved Employees, in the manner outlined in the Settlement Agreement.

8. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

9. APEX Class Action shall be appointed as settlement administrator and shall administer the settlement in accordance with the Settlement Agreement and this Order and Judgment.

10. The Court finds that the costs of the administration of the settlement are reasonable. The Court awards and therefore ORDERS that the Settlement Administrator issue to Apex Class Action administration costs in the amount of \$5,890.00 for services performed and the costs incurred in connection with administration of the Settlement within the timeframe prescribed by the Settlement Agreement.

11. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of \$35,000.00, or 1/3 of the Gross Settlement Amount, falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys' fees in the amount of \$35,000.00 to Arch Legal, P.C. within the timeframe prescribed by the Settlement Agreement.

12. The Court also finds that PAGA Counsel's request for actual litigation costs incurred in the amount of \$9,031.14 falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in the amount of \$9,031.14 to Arch Legal, P.C. within the timeframe prescribed by the Settlement Agreement.

13. The Court approves the payment of an Enhancement Award to Plaintiff, in the amount of \$5,000.00, for her services to the LWDA and Aggrieved Employees in bringing this Action.

14. As of the Effective Date, all Aggrieved Employees and PAGA Counsel will release all claims for Civil Penalties pursuant to Labor Code section 2698 *et seq.* that were, or reasonably could have

1 been, alleged based on the facts contained in the Operative Complaint and the PAGA Notice, including
2 claims for PAGA penalties arising out of or based on: (1) failing to timely pay all minimum, regular, and
3 overtime wages; (2) failing to provide legally compliant meal periods and/or timely pay premium wages
4 in lieu thereof; (3) failing to provide legally compliant rest periods and/or timely pay premium wages in
5 lieu thereof; (4) failing to indemnify necessary business expenses; (5) failing to timely pay all wages due
6 and owing on separation of employment; (6) failing to furnish accurate itemized wage statements; (7)
7 failing to maintain accurate records; (8) failing to maintain a safe and healthful place of employment.

8 15. The Released PAGA Claims shall cover the period of September 21, 2023, to September
9 4, 2025. Upon the Effective Date, Plaintiff and the Aggrieved Employees will be forever barred from
10 pursuing the Released PAGA Claims against the Released Parties.

11 16. Final Judgment in this Action is entered in conformity herewith, along with the Settlement
12 Agreement.

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED. FINAL JUDGMENT IS HEREBY**
14 **ENTERED.**

15
16 Dated: **7/16/2026**



HONORABLE CRAIG VAN ROOYEN
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, Yuridia Duarte Hinojosa declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On May 28, 2026, I served the following document(s):

- **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT**

Upon:

Fisher & Phillips LLP
Areen Babajanian
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Counsel for Defendant Giuseppe's Cucina, LLC

☒ **(BY ELECTRONIC TRANSMISSION):** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 28, 2026, in San Diego, California.



Yuridia Duarte Hinojosa