

1 D.LAW, INC.  
Emil Davtyan (SBN 299363)  
2 Emil@d.law  
Roman Shkodnik (SBN 285152)  
3 r.shkodnik@d.law  
450 N Brand Blvd., Suite 840  
4 Glendale, CA 91203  
Telephone: (818) 962-6465  
5 Fax: (818) 962-6469

6 DAVID YEREMIAN & ASSOCIATES, INC.  
David Yeremian (SBN 226337)  
7 david@yeremianlaw.com  
450 N Brand Blvd., Suite 840  
8 Glendale, CA 91203  
Telephone: (818) 962-6465  
9 Fax: (818) 962-6469

10 Attorneys for Plaintiffs  
VAUGHN BOGUES and DYLAN MONTAGUE,  
11 on behalf of themselves and others similarly situated

12 [Additional counsel listed on following page]

13  
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF SAN DIEGO**

16 VAUGHN BOGUES and DYLAN  
17 MONTAGUE, on behalf of themselves and  
others similarly situated,

18 Plaintiffs,

19 vs.

20 IKES PLACE #6, a California corporation; and  
21 DOES 1 through 50, inclusive,

22 Defendants.

Case No. 37-2020-00023727-CU-OE-CTL

Judge: Hon. Robert Longstreth

Department: C-65

CLASS ACTION

**~~REVISED~~ [PROPOSED] ORDER**  
**GRANTING FINAL APPROVAL FOR**  
**CLASS SETTLEMENT AND JUDGMENT**

October 17, 2024  
Time: 8:30 a.m.  
Dept.: C-65

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[PROPOSED] ORDER GRANTING FINAL APPROVAL FOR CLASS SETTLEMENT AND  
JUDGMENT

1 UNITED EMPLOYEES LAW GROUP, PC  
2 Walter Haines (SBN 71075)  
3 whaines@uelglaw.com  
4 8605 Santa Monica Blvd., #63354  
5 West Hollywood, CA 90069  
6 Telephone: (562) 256-1047  
7 Facsimile: (562) 256-1006  
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1 On October 17, 2024, Plaintiffs' Motion for Final Approval of Class Action Settlement,  
2 Attorneys' Fees and Expenses, and Incentive Award came before the Court, in Department 1, for  
3 hearing pursuant to the Order of this Court, dated February 7, 2024 ("Preliminary Approval Order"),  
4 on the application of Plaintiffs Vaughn Bogues and Dylan Montague (collectively "Plaintiff") and the  
5 Certified Class for approval of the Settlement set forth in the Revised Class Action and Private  
6 Attorneys General Act of 2004 ("PAGA") Settlement Agreement (collectively "Settlement" or  
7 "Stipulation"). Full and adequate notice having been given to the Class as required in the Court's  
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings held  
9 herein and otherwise being fully informed in the premises and good cause appearing therefor,

10 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all  
12 capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

13 2. This Court has jurisdiction over the subject matter of the Action and over all parties to  
14 the Action, including all Class Members.

15 3. The Motion for final approval is granted. The Court approves the settlement as fair,  
16 reasonable and adequate. The Court makes the following awards and approves the following  
17 payments:

- 18 a. \$35,000.00 (thirty five thousand dollars) in attorneys' fees and \$7,769.00. (seven  
19 thousand and seven hundred sixty-nine dollars)in costs to Class Counsel;  
20 b. Two thousand five dollars (\$2,500.00) as an Enhancement Award to Plaintiff  
21 Vaughn Bogues and Two thousand five dollars (\$2,500.00) as an Enhancement  
22 Award to Plaintiff Dylan Montagues as the Class Representatives; and,  
23 c. \$4,900.00 (four thousand and nine hundred dollars) in Settlement Administrator's  
24 Fees to the claim's administrator Apex Class Action, LLC.

25 4. In accordance with the Settlement and the terms set forth in this order, this Order shall  
26 not be deemed a judgment in favor of Class Members or any them and shall not constitute an obligation  
27 for direct compensation of any one or any number of the Class Members, but rather it simply approves  
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[PROPOSED] ORDER GRANTING FINAL APPROVAL FOR CLASS SETTLEMENT AND  
JUDGMENT

1 and undertakes to monitor the execution of the settlement between the Parties. Except for the payment  
2 due under the Stipulation, the parties are each to bear their own costs and attorneys' fees. The Court  
3 approves the Stipulation and Defendants Ikes Place #6 ("Defendants"), and the Released Parties are  
4 discharged from all Released Claims in accordance with the terms of the Stipulation.

5 ~~5. In this wage and hour class action lawsuit, Plaintiffs sued Defendants for a variety of~~  
6 ~~Labor Code violations. The operative complaint alleges that Defendants failed to pay minimum wages~~  
7 ~~and overtime, failure to provide meal and rest breaks, failed to provide accurate wage statements,~~  
8 ~~failed to timely pay wages, unlawfully received and/or collected wages from employees, failed to pay~~  
9 ~~final wages when due, committed unfair business practices under California's Unfair Competition~~  
10 ~~Law ("UCL"), and violated the Private Attorneys General Act of 2004 ("PAGA"), all in violation of~~  
11 ~~California law. The operative complaint seeks recovery of unpaid minimum wages and overtime,~~  
12 ~~premium pay for improper meal breaks and rest breaks, and unlawful deductions for penalties for~~  
13 ~~improper wage statements, failure to timely pay wages, waiting time penalties, restitution under the~~  
14 ~~UCL, penalties under Labor Code § 2699 et seq., prejudgment interest, post-judgment interest, and~~  
15 ~~attorneys' fees and costs. Defendants answered the Complaint and denied all of Plaintiffs' claims and~~  
16 ~~maintained that it complied with all applicable laws.~~

17 ~~5.6.~~ The parties settled this matter at mediation and thereafter sought and obtained  
18 preliminary approval of the class action settlement on February 7, 2024. Defendants made and makes  
19 no admission of liability and none shall be inferred from the Stipulation or entry of judgment. Neither  
20 this order nor the Stipulation shall be used or submitted into evidence in any proceeding or action,  
21 except for the sole purpose of enforcing the terms hereof.

22 ~~6.7.~~ Apex Class Action, LLC is providing settlement administration services for this  
23 settlement. (Declaration of Madely Nava with Respect to Notification with the Final Approval Motion,  
24 ¶ 3.) On March 21, 2024, Apex Class Action, LLC received the class information from Defendants;  
25 the list contained 131 individual Class Members. (*Id.* at ¶ 5.) Apex Class Action, LLC conducted a  
26 search of the NCOA to update addresses and, on April 26, 2024, mailed the Notice Packet to all Class  
27 Members. (*Id.* at ¶¶ 6, 7.) Apex Class Action, LLC forwarded Notice Packets returned with forwarding  
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1 addresses and performed skip searches on all other returned mail. (*Id.* at ¶¶ 8, 9.) Apex Class Action,  
2 LLC received no objections, no requests for exclusion, and no disputes. (*Id.* at ¶¶ 11, 12.) Based on  
3 the foregoing, the Court finds that the notice provided to Class Members conforms to due process  
4 requirements.

5 7.8. At the time of preliminary approval, Class Counsel's claim that Defendants failed to  
6 pay minimum wage/overtime claim were valued in terms of maximum exposure at \$135,109.00  
7 (Yeremian Declaration re: Preliminary Approval, at ¶ 27.) The meal and rest break violations were  
8 each valued at \$58,862.50. (*Id.* at ¶ 31, 34.) The paystub violations were valued at \$111,200. (*Id.* at ¶  
9 37.) The claim for failure to pay final wages was valued at \$194,531.25. (*Id.* at ¶ 41.) The claim under  
10 Labor Code § 2699 *et seq.* was valued at \$115,000. (*Id.* at ¶ 45.)

11 8.9. Defendants have agreed to settle for the non-reversionary amount of \$105,000.00 all  
12 in, with no additional sums being due from Defendants for damages, costs, attorneys' fees,  
13 contributions, reimbursements or for any other reason). According to the claims administrator's  
14 calculations, the average settlement payment will be approximately **\$229.77** per Class Member (Nava  
15 Declaration, ¶ 15.)

16 10. Class Counsel conducted an investigation that included formal and informal discovery,  
17 reviewed time records, reviewed Plaintiff's documents, and formed damage models based on all of  
18 these. (Second Supplemental David Yeremian Declaration in Support of Preliminary Approval  
19 "Second Supplemental Yeremian PA Decl, ¶ 11.) The parties also mediated this case with Gail Glick,  
20 Esq., a respected and highly experienced mediator in wage and hour class actions. In connection with  
21 mediation and through discussions with counsel for Defendants, Class Counsel also discussed all  
22 aspects of the case, including the risks of litigation and the risks to both parties of proceeding with a  
23 motion for class certification as well as the law relating to unpaid wages. (Yeremian Declaration re:  
24 Preliminary Approval, ¶ 14.)

25 9.11. Class Counsel has experience with wage and hour class litigation. (Yeremian  
26 Declaration re: Preliminary Approval, ¶¶ 3-9.) He is of the opinion that this settlement is in the best  
27 interest of the class (Shkodnik Declaration re: Final Approval, ¶ 7.) and provides substantial benefit  
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1 to Class Members. (Id. at ¶ 9.)

2 ~~10-12.~~ The class reacted very positively with 100% participation rate. (Shkodnik Declaration  
3 re: Final Approval, ¶ 12)

4 ~~11-13.~~ On balance, this is a fair settlement that satisfies the *Dunk* factors, such that final  
5 approval is warranted.

6 ~~12-14.~~ Claims administrator Apex Class Action, LLC. requests administration costs of  
7 \$4,900.00. Based upon the work performed and yet to be performed, the request for administration  
8 costs of \$4,900.00 is granted.

9 ~~13-15.~~ The Court also approves the payment to the Labor and Workforce Development  
10 Agency ("LWDA") in the amount of \$3,750.00 (out of \$5,000.00 as allocated to the claim under the  
11 California Private Attorneys General Act).

12 ~~14-16.~~ Finally, ~~Class Counsel seeks an Enhancement Award of \$2,500.00 to each Plaintiff as~~  
13 ~~class representatives. The Court considers the following factors, among others, in determining whether~~  
14 ~~to pay an incentive or enhancement award to a class representative: whether an incentive was~~  
15 ~~necessary to induce the class representative to participate in the case; actions, if any, taken by the class~~  
16 ~~representative to protect the interests of the class; the degree to which the class benefited from those~~  
17 ~~actions; the amount of time and effort the class representative expended in pursuing the litigation; the~~  
18 ~~risk to the class representative in commencing suit, both financial and otherwise; the notoriety and~~  
19 ~~personal difficulties encountered by the class representative; the duration of the litigation; and the~~  
20 ~~personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.~~  
21 ~~California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing~~  
22 ~~Clark v American Residential Services, LLC (2009) 175 Cal.App.4th 785, 804; Bell v. Farmers Ins.~~  
23 ~~Exch. (2004) 115 Cal.App.4th 715, 726; In re Cellphone Fee Termination Cases (2010) 186~~  
24 ~~Cal.App.4th 1380, 1394; Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles (2010) 186 Cal.App.4th~~  
25 ~~399, 412. Plaintiff devoted numerous hours to this litigation. Declaration of Vaughn Bogues in Support~~  
26 ~~of Motion for Preliminary Approval ("Bogues Decl." ¶¶ 2-8; Declaration of Dylan Montague in~~  
27 ~~Support of Motion for Preliminary Approval ("Montague Decl." ¶¶ 2-8.)) They assisted their attorneys~~

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1 by having multiple conferences with them and by providing documents. (*Id.*) Plaintiffs also helped  
2 Class Counsel prepare for mediation. (*Id.*) Plaintiffs freely chose to champion the rights of the class  
3 and accepted the risks associated with acting as a class representative. (Bogues and Montague Decl. ¶  
4 7.) The Court grants an enhancement award of \$2,500.00 to each Plaintiff for the following reasons:  
5 Plaintiffs spent significant time on this litigation; Plaintiffs' actions benefitted the Class; and Plaintiffs  
6 accepted the risks and notoriety that are associated with acting as a class representative.

7 15-17. All Parties, including each and all Class Members, are bound by this Final Approval  
8 Order and by the Stipulation. All Class Members shall be deemed to have entered into the Stipulation  
9 and the releases provided therein. Defendants shall have no obligation to pay any sums in excess of  
10 the \$105,000.00 settlement payment set forth in the Stipulation (save and except for the additional  
11 employer payroll taxes associated therewith). Other than as provided in the Stipulation, Defendants  
12 shall have no obligation after entry of judgment to pay any sum to any person, whether for costs,  
13 attorneys' fees, Class Member reimbursement or contribution, as a result of entry of judgment.

14 16-18. The Court previously certified the Action as a class action under California Code of  
15 Civil Procedure section 382. The Class is defined as follows:

- 16 a. "Participating Class Members:" all non-exempt hourly employees who were  
17 employed by Defendants in California during the Class Period.  
18 b. "Class Period:" is defined as of July 9, 2016 through February 4, 2023.

19 17-19. Excluded from the Class would have been those persons who validly requested  
20 exclusion in accordance with the requirements set forth in the Preliminary Approval Order. The Court  
21 finds that, based on the declaration of Madely Nava, there were no requests for exclusion submitted  
22 to the Claims Administrator Apex.

23 18-20. The certified Class continues to meet all the requirements of California Code of Civil  
24 Procedure section 382, as already found, and for the reasons set forth, in the Court's Preliminary  
25 Approval Order.

26 19-21. Plaintiffs Vaughn Bogues and Dylan Montague are the Court-appointed Class  
27 Representatives for the Claims Class.

1 <sup>22.</sup> David Yeremian of the law firm David Yeremian & Associates, Inc. and Walter Haines  
2 of the law firm United Employee Law Group is the Court-appointed Class Counsel.

3 <sup>23.</sup> As set forth in the Stipulation and in compliance with Code of Civil Procedure section  
4 384 (b) any checks issued to Class Members will expire one hundred and eighty (180) days from the  
5 date they are issued by the Claims Administrator. Any check not cashed within one hundred eighty  
6 (180) days will become void. Any checks that, after an appropriate skip trace, are undeliverable, shall  
7 become void. Any settlement shares for which checks remain un-cashed and become void shall be  
8 transmitted to the California Controller's Unclaimed Property Fund and be held in the name of the  
9 Class Member.

10 <sup>24.</sup> Upon the Effective Date (as defined in the Stipulation), all Released Claims of each  
11 and every member of the Classes, save and except for those who timely requested exclusion, are and  
12 shall be deemed to be conclusively released as against the Releasees. All persons and entities who are  
13 in the Classes are hereby forever barred and enjoined from commencing, prosecuting or continuing,  
14 either directly or indirectly, against the Releasees, in this or any other jurisdiction or forum, any and  
15 all Released Claims (as defined in the Stipulation).

16 <sup>25.</sup> Without affecting the finality of this Order in any way, this Court hereby retains  
17 continuing jurisdiction over: (a) implementation of the Stipulation and any award or distribution of  
18 the Gross Settlement Amount, including interest earned thereon; (b) disposition of the Gross  
19 Settlement Amount; (c) hearing and determining applications for attorney fees and expenses in the  
20 Action; (d) all parties hereto for the purpose of construing, enforcing, and administering the  
21 Stipulation and the Settlement therein; and (e) Class Members who seek to pursue Released Claims,  
22 including any dispute as to whether such claims were released as against the Releasees.

23 <sup>26.</sup> The Court having entered an order granting Final Approval of this Stipulation hereby  
24 enters FINAL ORDER OF JUDGMENT in favor of Plaintiffs and the Class Members in the amount  
25 of One Hundred and Five Thousand Dollars (\$105,000.00).

26 <sup>27.</sup> There is no just reason for delay in the entry of judgment approving the Class  
27 Settlement and immediate entry by the Clerk of the Court is expressly directed.

28 ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL FOR CLASS SETTLEMENT AND  
JUDGMENT

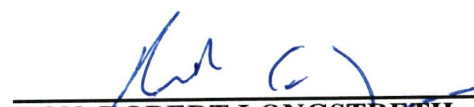
1 ~~28.~~ Without affecting the finality of this Judgment and pursuant to California Rule of Court  
2 3.769(h) the Court shall retain continuing jurisdiction over this action and the parties, including all  
3 Class Members and over all matters pertaining to the implementation and enforcement of the terms of  
4 the Settlement. Except as provided to the contrary herein, any disputes or controversies arising with  
5 respect to interpretation, enforcement or implementation of the Settlement shall be presented by  
6 motion to the Court for resolution.

7 ~~29.~~ This Judgment is intended to be a final disposition of the above-captioned action in its  
8 entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction  
9 as set forth above, the Court directs the Clerk of the Court to enter Judgment.

10 ~~30.~~ A final review of the settlement after all payments have been made and after the time  
11 period for deposit of the checks has expired shall be set on June 20, 2025 at 8:30 a.m. Class Counsel  
12 shall file a report from Apex Class Action, LLC regarding the status of disbursement on or before June  
13 11, 2025. *A compliance hearing is set for Aug. 8, 2025 at 9:30 a.m.*

14 **IT IS SO ORDERED.**

15  
16 **DATED:** 11/1/24

  
**HON. ROBERT LONGSTRETH**  
**JUDGE OF THE SUPERIOR COURT**

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

John LeCrone  
[johnlecrone@dwt.com](mailto:johnlecrone@dwt.com)  
 Stephen Franz  
[StephenFranz@dwt.com](mailto:StephenFranz@dwt.com)  
**DAVIS WRIGHT TREMAINE LLP**  
 865 S Figueroa Street, Suite 2400  
 Los Angeles, CA 90017

**[X] (BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

**[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

**[X] (STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 17, 2024, at Glendale, California.

Natalia Bermudes  
Natalia Bermudes