

Arby Aiwazian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

KRYSTAL CAMINA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WOK IN THE PARK LLC, a California
limited liability company; CAFETERIA
15L, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Lead Case No. 34-2020-00283344-CU-OE-
GDS
Consolidated with Case No. 34-2020-
00289018

Honorable Lauri A. Damrell
Department 22

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: March 14, 2025
Time: 9:00 a.m.
Department: 22

KRYSTAL CAMINA, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

WOK IN THE PARK LLC, a California
limited liability company; CAFETERIA 15L,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Class Complaint Filed: August 12, 2020
PAGA Complaint filed: November 17, 2020
Jury Trial Date: None Set

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiff Krystal
3 Camina’s (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class Action and
4 PAGA Settlement (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of
5 Plaintiff, and Fisher & Phillips LLP appeared on behalf of Defendants Wok in the Park, LLC and
6 Cafeteria 15L (together, “Defendants”).

7 On August 2, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Class and Representative Action
10 Settlement Agreement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”),
11 which, together with the exhibits annexed thereto set forth the terms and conditions for settlement
12 of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Actions.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All individuals who are or were employed by Defendants as hourly non-
27 exempt employees in California from August 12, 2016 through April 22,
28 2022 (“Class” or “Class Members”).

4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was

1 provided to the Class Members, fully and accurately informed the Class Members of all material
2 elements of the Settlement and of their opportunity to participate in the Class Settlement, object to
3 or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best
4 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
5 Members; and complied fully with the laws of the State of California, the United States
6 Constitution, due process and other applicable law. The Class Notice fairly and adequately
7 described the Settlement and provided the Class Members with adequate instructions and a variety
8 of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement Agreement are in all respects fair, adequate, and reasonable. In so
15 finding, the Court has considered all of the evidence presented, including evidence regarding the
16 strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely
17 duration of further litigation; the amount offered in the Settlement Agreement; the extent of
18 investigation and discovery completed; and the experience and views of Class Counsel. The Court
19 has further considered the absence of objections to the Class Settlement submitted by Class
20 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with
21 the Settlement Agreement and the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion from the Class Settlement (“Participating Class
27 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval
28 Order and Judgment”), and the State of California and all individuals who are or were employed

1 by Defendants as a non-exempt employee in California during the period of time from September
2 10, 2019 through April 22, 2022 (“PAGA Group Members”) are bound by the PAGA Settlement
3 and this Final Approval Order and Judgment.

4 7. The Court finds that allocation of \$100,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Penalties as follows: the amount of \$75,000.00 to the California Labor and Workforce
8 Development Agency (“LWDA Payment”), and the amount of \$25,000.00 to be distributed to the
9 PAGA Group Members (“PAGA Employees’ Share”), in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 8. The Court finds that payment of Settlement Administrator Costs in the amount of
12 \$13,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$13,000.00, in
15 accordance with the terms and methodology set forth in the Settlement Agreement.

16 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
17 work performed by Plaintiff on behalf of the Class Members, the State of California, and PAGA
18 Group Members. It is hereby ordered that the Settlement Administrator issue payment in the
19 amount of \$10,000.00 to Plaintiff for her Enhancement Award, according to the terms and
20 methodology set forth in the Settlement Agreement.

21 10. The Court finds that the requested attorneys’ fees in the amount of \$252,000.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$252,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

27 11. The Court finds that the requested litigation costs of \$18,093.59 to Class Counsel
28 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue

1 payment in the amount of \$18,093.59 to Class Counsel for reimbursement of litigation costs and
2 expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

3 12. The table set forth below shows the calculation of the Net Settlement Sum, to be
4 distributed pursuant to the Settlement:

5 Settlement Sum	\$720,000.00
6 Attorneys' Fees	\$252,000.00
7 Litigation Costs	\$18,093.59
8 Enhancement Award	\$10,000.00
9 Settlement Administrator Costs	\$13,000.00
10 PAGA Penalties	\$100,000.00
11 Net Settlement Sum to be paid to	\$352,093.25
12 Participating Class Members	

13 In addition to the Net Settlement Sum, \$25,000.00 shall be distributed to the PAGA Group
14 Members on a *pro rata* basis.

15 13. The Court hereby orders that upon the Effective Date, and full funding of the
16 Settlement Sum, Plaintiff and all Participating Class Members waive, release, and discharge the
17 Released Parties of any and all Class Released Claims for the Class Period, in accordance with the
18 terms set forth in the Settlement Agreement.

19 14. The Court hereby orders that upon the Effective Date, and full funding of the
20 Settlement Sum, the State of California and all PAGA Group Members waive, release and
21 discharge the Released Parties of any and all PAGA Released Claims for the PAGA Period, in
22 accordance with the terms set forth in the Settlement Agreement.

23 15. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
24 Defendants will deposit the entire Settlement Sum (\$720,000.00) and Employer Taxes into a
25 qualified settlement account established by the Settlement Administrator.

26 16. It is hereby ordered that within seven (7) calendar days after the full funding of the
27 Settlement Sum and Employer Taxes, the Settlement Administrator will issue Individual
28 Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA

Group Members, Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administrator Costs to itself.

17. Each Individual Settlement Payment and Individual PAGA Payment check shall be valid and negotiable for one hundred twenty (120) calendar days after mailing by the Settlement Administrator, and thereafter, shall be voided. Any unclaimed funds, including funds from uncashed settlement checks, will be paid out in accordance associated with California Code of Civil Procedure section 384(b) to the non-profit organization My Sister's House. All Participating Class Members and PAGA Group Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check.

18. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

19. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 22. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

Honorable Lauri A. Damrell
Judge of the Superior Court