

FILED
Superior Court of California
County of Los Angeles
06/12/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET

SILVIA OSUNA, individually and on behalf
of others similarly situated, and as an
aggrieved employee and Private Attorney
General; ASHLEY LOPEZ, individually and
on behalf of others similarly situated, and as
an aggrieved employee and Private Attorney
General,

Plaintiffs,

vs.

M. PERNECKY MANAGEMENT CORP., a
California corporation d/b/a McDonald's;
MICHAEL EMMETT PERNECKY, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 21STCV19885

*Assigned for All Purposes to: Hon. Theresa M.
Traber, Department 1*
Consolidated with 21STCV31848

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL AND JUDGMENT**

Complaint Filed: March 26, 2021
Jury Trial Date: None Set.

~~**PROPOSED**~~ **ORDER**

The Motion of Plaintiffs SILVIA OSUNA and ASHLEY LOPEZ (“Plaintiffs”) for Final Approval of Class Action Settlement (“Motion”) came regularly for hearing before this Court. The Court, having considered the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) between Plaintiffs and M. Pernecky Management Corp. and Michael Emmett Pernecky (“Defendants” and together with Plaintiff, the “Parties”); having considered Plaintiffs’ Motion, the supporting Memorandum of Points and Authorities and Declarations filed therewith; having granted Preliminary Approval of the Settlement and conditional certification of the Class for settlement purposes only; with due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and good cause appearing, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of this action, the Parties, and the Class.

2. The Motion for Final Approval is **GRANTED**. The Court grants Final Approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and Class Period stated below. The Court finds the Settlement terms are fair, reasonable, and adequate, pursuant to section 382 of the California Code of Civil Procedure. For the reasons set forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which are adopted and incorporated herein by reference, the Court finds that Plaintiff has satisfied the standards and applicable requirements for final approval under applicable law, including the provisions of Code of Civil Procedure section 382.

3. The Court certifies the following Class for the purpose of the Settlement only: All current and former hourly paid or non-exempt employees employed by Defendants within the state of California at any time during the Class Period. The Class Period is from May 26, 2017, through February 28, 2025.

4. The Court approves the following group of aggrieved employees under the Private Attorneys General Act of 2004 (“PAGA”) claims as: All current and former hourly paid non-exempt employees of Defendants who were employed by Defendants in the State of California at any time

1 during the PAGA Period (the “PAGA Members”). The PAGA Period is the time period from February
2 1, 2020 to February 28, 2025.

3 5. The Court appoints Protection Law Group, LLP; Proxy Law Firm, LLP; and Kyle Todd,
4 P.C. as Class Counsel.

5 6. The Court appoints Plaintiffs Silvia Osuna and Ashley Lopez as Class Representatives.

6 7. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator
7 and concludes the Settlement Administrator took all reasonable and necessary steps to locate and notify
8 each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given
9 to the Class fully and accurately informed the Class of all material elements of the Settlement Agreement
10 and their opportunity to object or comment thereon; was the best notice practicable under the
11 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
12 applicable law. The notice fairly and adequately described the Settlement and provided Class Members
13 adequate instructions and a variety of means to obtain additional information. A full opportunity has
14 been afforded to Class Members to participate in this hearing. Accordingly, the Court determines that
15 all Class Members who did not timely and properly request exclusion are bound by this Judgment.

16 8. Upon the funding of the Gross Settlement Amount, all Class Members shall fully release
17 and discharge Defendants and their past, present and future direct or indirect parents, sister or related
18 entities, acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its
19 or their past, present and future owners, including the Pernecky family, officers, directors, employees,
20 partners, members, shareholders and agents, attorneys, insurers, reinsurers, heir, representatives,
21 accountants, auditors, consultants, and any individual or entity which could be jointly liable with
22 Defendants (the “Released Parties”) from all claims, rights, demands, liabilities and causes of action that
23 are alleged, or reasonably could have been alleged based on the same or similar facts and claims asserted
24 in the operative First Amended Complaint in this Action including the following claims:

- 25 a. (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
26 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period
27 Premiums), including any claims regarding failure to pay premium pay and/or to pay
28 premium pay at the correct rate of pay; (3) Violation of California Labor Code §

226.7 (Unpaid Rest Period Premiums), including any claims regarding failure to pay premium pay and/or to pay premium pay at the correct rate of pay; (4) Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements), including any alleged failure to provide complete and/or accurate wage statements; (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business and Professions Code § 17200, et seq., including all claims for injunctive relief, declaratory relief, restitution, unfair business practices alleged or which could have been alleged in connection with any other claims; and the IWC Wage Orders generally, including but not limited to overtime pay, minimum wage, regular wages and/or sick pay whether contractual or statutory, as well as any and all other claims under California common law, the California Labor Code, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, also including any claims for penalties (statutory, civil or otherwise), attorneys' fees, costs, interest, penalties, or premiums in connection with the claims in this Paragraph. All federal claims shall likewise be released, and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018). This release shall apply to claims arising during the Class Period.

9. The Court finds that Class Members who did not timely exclude themselves from the Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred from prosecuting or pursuing any appeal of this Order Granting Final Approval. The Court directs

1 Defendants to fund the non-reversionary settlement amount of \$2,000,000 in accordance with the terms
2 of the Settlement Agreement. The Gross Settlement Amount shall provide for Class Members'
3 individual settlement payments, the class representative service payment for Plaintiffs, Class Counsel's
4 attorneys' fees and costs, the Settlement Administrator's fees and expenses, and penalties to the
5 California Labor and Workforce Development Agency and PAGA Members pursuant to Labor Code
6 section 2698 *et seq.*

7 10. Defendants shall fund and the Settlement Administrator shall distribute the Gross
8 Settlement Amount in accordance with the terms of the Settlement Agreement.

9 11. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards payment from the Gross Settlement Amount for
11 Class Counsel attorneys' fees in the amount of \$700,000 and litigation costs and expenses in the amount
12 of \$50,000, as final payment for and complete satisfaction of any and all fees and costs incurred by
13 and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set
14 forth in this paragraph shall be administered pursuant to the terms of the Settlement Agreement.

15 12. The Court approves the payment of a service award in the amount of \$8,500 to Plaintiff
16 Osuna and \$7,500 to Plaintiff Lopez, for a total of \$16,000.

17 13. The Court approves and orders payment in the amount of \$100,000 from the GSA for
18 PAGA penalties, 75% of which will be paid to the LWDA and 25% of which will be distributed to the
19 PAGA Members pursuant to the terms of the Settlement Agreement.

20 14. The Court approves and orders payment from the Gross Settlement Amount for actual
21 settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement
22 Administrators, in the amount of \$15,000.

23 15. The Court approves and orders payment of individual settlement payments from the Net
24 Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement.

25 16. The Parties, their counsel and the Settlement Administrator are ordered to administer the
26 settlement in accordance with the terms of the Settlement Agreement.

27 17. The Court hereby enters judgment in accordance with the Settlement Agreement, the
28 February 10, 2026, Order Granting Preliminary Approval and this Order and Judgment.

1 18. Without affecting the finality of this Judgment, the Court shall retain continuing
2 jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining
3 to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California
4 Code of Civil Procedure § 664.6.

5 19. The Court schedules a non-appearance case review for 12/17/27. A declaration
6 from the Settlement Administrator regarding the distribution of the settlement funds shall be filed at
7 least 5 court days in advance of the hearing.

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

9
10 DATED: 06/12/2026



HONORABLE THERESA M. TRABER
JUDGE OF THE SUPERIOR COURT