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Attorneys for Plaintiff MANDISA AIN LYONS, as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MANDISA AIN LYONS,
Plaintiff,

v.

PALECEK IMPORTS, INC.; and DOES 1
through 50, inclusive,
Defendants

Case No.: MSC21-01222

[PROPOSED] AMENDED JUDGMENT

Assigned for all purposes to:
Hon. Edward G. Weil, Dept. 12

Complaint Filed: June 14, 2021
Trial Date: None

1 This is a wage and hour class action. Named Plaintiff Mandisa Ain Lyons originally filed
2 a Representative Action Complaint against Defendant on June 14, 2021. A First Amended
3 Complaint was filed on August 10, 2022.

4 The operative CCAC alleges the following causes of action: 1. Failure to Pay Minimum
5 Wage and Overtime; 2. Failure to Provide Meal Period Violations; 3. Failure to Provide Rest
6 Period; 4. Failure to Pay Wages Due at Separation of Employment; 5. Failure to Issue Accurate
7 Itemized Wage Statements; 6. Failure to Indemnify for Expenditures or Losses in Discharge of
8 Duties; 7. Violation of Labor Code §§2698-2699; (Private Attorneys General Act (“PAGA”); and
9 8. Unfair Business Practices (Cal. Bus. Prof. Code § 17200 Et Seq.).

10 Counsel represents that prior to mediation the Parties engaged in informal pre-class
11 certification discovery, including the production of a representative sample of time punch and
12 payroll data.

13 The Parties participated in mediation with an experienced mediator on June 28, 2022. The
14 mediation was conducted with mediator Tripper Ortman, which resulted in a settlement. A fully
15 executed copy of the settlement was filed with the Court on October 14, 2022, attached to the
16 Declaration of Kevin Mahoney (“Mahoney Decl.”) ISO Preliminary as Exhibit A.

17 On March 24, 2023, this Court entered its Preliminary Approval Order preliminarily
18 approving the class action settlement set forth in the Settlement Agreement finding that the
19 settlement appeared fair, adequate, and reasonable, free of collusion or indicia of unfairness, and
20 within the range of possible judicial approval, thereby warranting notice to the Class.

21 The Class includes the “Aggrieved Employees,” which means all Class Members who
22 worked for Defendant during the PAGA Period. The “PAGA Period” means the time period
23 between March 15, 2020, through and including March 24, 2023.

24 On September 20, 2023, the Court issued a tentative ruling on Plaintiff’s Motion for Final
25 Approval of Class Action Settlement filed by Plaintiff Lyons, individually and on behalf of the
26 State of California and all employees similarly situated. Named Plaintiff and Defendant, are
27 collectively referred to herein as the “Parties.” Due and adequate notice having been given of the
28 Settlement, the Agreement, and of the Final Approval Hearing as required by the Preliminary

1 Approval Order, and the Court having considered all papers, including all objections filed, and
2 otherwise being fully informed, entered judgment on October 7, 2022.

3 **IT IS HEREBY ORDERED ADJUDGED AND DECREED AS FOLLOWS:**

4 1. This Judgment incorporates the Agreement, as submitted to the Court with the
5 Motion for Preliminary Approval of Class Action Settlement, filed on October 14, 2022, and the
6 Order Granting Final Approval of Class Action Settlement and Judgment, entered on March 24,
7 2023. This Judgment incorporates by reference the definitions in the Agreement, and terms used
8 herein shall have the same meaning as set forth in the Agreement.

9 2. This Court has jurisdiction over the subject matter of the Lawsuit and over all
10 Class Members and PAGA Settlement Group Members and over those persons and entities
11 undertaking affirmative obligations under the Agreement.

12 3. The Court preliminarily found in its Order on March 24, 2023, that the
13 presumption of fairness should be applied. No facts have come to the Court's attention that would
14 alter that preliminary conclusion. Accordingly, the Court found that the settlement is entitled to a
15 presumption of fairness as set forth in the Preliminary Approval Order.

16 4. Pursuant to California Code of Civil Procedure section 382, the Court previously
17 certified for settlement purposes only the Class.

18 5. Notice was given to Class Members as ordered. Notice packets were mailed to the
19 285 Class Members.

20 6. The Court found that there were zero (0) valid and timely written objections to the
21 Class Claims portion of the Settlement and zero (0) requests for exclusion from the Class Claims
22 portion of the Settlement.

23 7. The Court found that a full and fair opportunity has been afforded to the Settlement
24 Class to opt out of and to object to the Class Claims portion of the Settlement and to participate
25 in the Final Approval Hearing convened to determine whether the Settlement should be given
26 Final Approval. Accordingly, the Court determined that all members of the Settlement Class are
27 bound by this Final Approval Order and Judgment. In addition, all Aggrieved Employees,
28 regardless of whether they submitted a valid and timely written request for exclusion consistent

1 with the Agreement are bound by the settlement and release of the PAGA Claims.

2 8. The Court found that the Settlement set forth in the Agreement is in all respects
3 fair, reasonable, and adequate and in the best interests of the Settlement Class. In addition, the
4 Court found that there was no collusion in connection with the Settlement, that the Settlement
5 was the product of informed and arm's length negotiations among competent counsel, and that
6 the record is sufficiently developed to have enabled Named Plaintiff and Defendant to adequately
7 evaluate and consider their respective positions. Accordingly, the Court finally and
8 unconditionally approved the Agreement.

9 9. Class Counsel has provided notice of the Settlement to the California Labor and
10 Workforce Development Agency pursuant to Labor Code section 2699(1)(2).

11 10. As of the date of the mailing of Settlement Payments, except with respect to the
12 obligations arising out of the Settlement Agreement and in consideration of the payments and
13 terms set forth herein, Named Plaintiff and the Settlement Class have expressly, to the fullest
14 extent permitted by law, fully and forever compromised, released, resolved, relinquished, and
15 discharged the Released Parties (as defined in the Agreement), individually and on a class-wide
16 basis, the Released Claims (as defined in the Agreement). "Released Claims" specifically include,
17 but are not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1174,
18 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business
19 & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and
20 Wage Order provisions) and all other claims, such as those under the California Labor Code,
21 Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on
22 the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or
23 discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to reimburse
24 necessary business expenditures, (4) failure to provide meal or rest periods of compensation in
25 lieu thereof, (5) failure to provide accurate itemized wage statement, (6) all related violations of
26 the applicable Wage Orders; (7) all related violations of California's unfair competition law; and
27 (8) interest, fees, and costs ("Released Claims").

28 ///

1 11. As of the date of the Effective Date, except with respect to the obligations arising
2 out of the Settlement, all PAGA Claims of Named Plaintiff and the Aggrieved Employees against
3 the Released Parties have been fully and forever compromised, released, resolved, relinquished,
4 and discharged through the PAGA Period. For the avoidance of doubt, as of the Effective Date,
5 the Aggrieved Employees are bound by the settlement of the PAGA Claims, regardless of whether
6 they excluded themselves from the class. “PAGA Claims” means Named Plaintiff’ representative
7 claims seeking penalties, attorneys’ fees and costs pursuant to Labor Code Private Attorneys
8 General Act of 2004, Labor Code § 2698, et seq. (“PAGA”) as set forth in Plaintiff’s notice to the
9 LWDA dated March 15, 2021, and Plaintiff’s amended notice to the LWDA dated June 16, 2021
10 and incorporated by reference into the Complaint, including for alleged violations of Labor Code
11 §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, 1194, and 2802 alleged to have occurred
12 during the PAGA Period.

13 12. “Released Parties” means Palecek and each of its former and present agents,
14 officers, employees, directors, owners, subsidiaries, DBA’s, and parent companies.

15 13. In its Preliminary Approval Order, the Court appointed and designated Phoenix
16 Settlement Administrators to act as the Settlement Administrator. Phoenix Settlement
17 Administrators has acted as the Settlement Administrator and shall continue to act as the
18 Settlement Administrator to perform those duties and responsibilities that remain under the
19 Agreement, the Amended Final Approval Order, and this Judgment.

20 14. Notice to Class Members, including the mailing of the Class Notice set forth in the
21 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order.
22 The Notice informed Class Members of the manner in which to request exclusion or to object to
23 the settlement and the deadlines for each, as well as the right to appear at the final approval hearing.
24 Adequate periods of time were provided for each of these procedures. No Class Members opted
25 of the Settlement. The Class Notice fairly and adequately describes the Action, approved
26 Settlement Agreement, and is the best notice practicable under the circumstances.

27 15. The Court confirms approval of the Settlement Agreement as to the Aggrieved
28 Employees and the State of California.

1 16. The Court has approved the Settlement Agreement under Labor Code section
2 2699(1)(2).

3 17. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2)
4 the March 24, 2023, Order granting preliminary approval of the Settlement; (3) the Order
5 granting Judgment; and (4) the Ruling and Order granting final approval of the Settlement and
6 granting Class Counsel's request for attorney's fees, costs and enhancement award for Plaintiff
7 as follows:

8 18. Awards three hundred thousand dollars (\$300,000.00) in attorney fees, which,
9 pursuant to the valid fee-split agreement among counsel, to shall be split with seventy percent
10 (70%) to be paid to Mahoney Law Group, APC and thirty percent (30%) to be paid to Graham
11 Hollis, APC;

12 19. Awards fifteen thousand seven dollars (\$15,007.00) in litigation costs to Class
13 Counsel;

14 20. Awards five thousand dollars (\$5,000.00) as Class Representative Service
15 Award;

16 21. Awards seven thousand five hundred dollars (\$7,500.00) to the LWDA (75% of
17 the PAGA penalty); and

18 22. Awards seven thousand five hundred dollars (\$7,500.00) in class administration
19 costs to Phoenix Settlement Administrators.

20 23. Nothing in this Judgment or the Agreement shall be construed as an admission or
21 concession by any Party. The Agreement and this resulting Judgment simply represent a
22 compromise of disputed allegations.

23 24. All Parties to the Agreement, the Settlement Administrator, and Class Counsel
24 are directed to carry out their obligations under the Agreement.

25 25. Without impacting the finality of this Judgment, pursuant to California Rule of
26 Court 3.769(h), the Court hereby retains continuing jurisdiction to assure compliance with all
27 terms of this Settlement in accordance with the Agreement, the Final Approval Order and
28 Judgment, and this Amended Judgment.

1 26. On August 9, 2024, a report pursuant to Code of Civil Procedure section 384,
2 subdivision (b), was filed in the form of a declaration from the Settlement Administrator,
3 Supplemental Declaration of Kevin Lee Regarding Distribution of Settlement Funds, containing
4 the following information: (i) the date the checks were mailed, (ii) the total number of checks
5 mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that
6 remained uncashed and were redistributed, (v) the total value of those uncashed checks, (vi) the
7 average amount of the uncashed checks, and (vii) the nature and date of the disposition of those
8 unclaimed funds.

9 27. The Administrator declares a total of thirty-nine (39) class member checks totaling
10 twenty three thousand seven dollars and eighty-one cents (\$23,007.81) were not cashed by the
11 180th day check void date. Pursuant to the Settlement Agreement, funds from the uncashed checks
12 shall be paid to the California State Controller's Office – Unclaimed Property Fund in the name
13 of the Settlement Class Member to whom payment was issued. Phoenix is ordered to disburse the
14 payment to the California State Controller's Office – Unclaimed Property Fund following the
15 California State Controller's Office – Dormancy Period.

16 28. Pursuant to the Court's November 15, 2023, Judgment, the Administrator withheld
17 five percent (5%) of attorney's fees to Plaintiffs' counsel pending satisfactory compliance as found
18 by the Court. The Court hereby authorizes the remaining attorney's fees to be disbursed.

19 29. This document shall constitute a Judgment for purposes of California Rule of Court
20 3.769(h).

21 30. Class Counsel shall provide a copy of this Judgment to the Settlement
22 Administrator within seven (7) calendar days of receipt.

23 **IT IS SO ORDERED.**

24
25
26 Dated: _____

Hon. Edward G. Weil
Contra Costa Superior Court Judge

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Attorneys for Plaintiff MANDISA AIN LYONS, as an individual and on behalf of all employees
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

MANDISA AIN LYONS,

PLAINTIFF,

V.

PALECEK IMPORTS, INC.; AND DOES
1 THROUGH 50, INCLUSIVE,

DEFENDANTS

Case No.: MSC21-01222

**DECLARATION OF KEVIN MAHONEY RE
FAILURE TO FILE AMENDED JUDGMENT**

Assigned for all purposes to:
Hon. Edward G. Weil, Dept. 12

Date: April 22, 2025
Time: 8:30 a.m.
Dept.: 12

Complaint Filed: June 14, 2021
Trial Date: Not Yet Set

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I, Kevin Mahoney, declare as follows:

1. I am fully qualified, adult resident of the State of California and if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am an attorney admitted to practice law before all courts in the State of California. I am the principal and founder of Mahoney Law Group, APC, counsel of record for Plaintiff MANDISA AIN LYONS (“Plaintiff”), in the instant action, *Lyons v. Palacek Imports, Inc.*, Contra Costa County Superior Court, Case No. C21-01222.

3. This declaration is in response to the Court's Order to Show Cause Hearing re: Failure to File Amended Judgment.

4. Our firm operates with one paralegal assigned to each matter. Each paralegal has a portfolio of cases for which they manage the calendar, service, mail, setting up CourtCall, etc.

5. Unfortunately, the paralegal assigned to this matter has left the firm and at the time, failed to calendar the filing of an Amended Judgment.

6. The failure to file the Amended Judgement was not intentional. I apologize to the court for the error.

7. We respectfully request that the Court discharge the OSC, as Plaintiff's counsel has filed the Amended Judgment concurrently with this Declaration.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed this 4th day of April 2025, at Long Beach, California.

Kevin Mahoney, Esq.
Declarant

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **April 4, 2025**, I served [X] true copies [] originals of the following document(s):
[PROPOSED] AMENDED JUDGMENT; DECLARATION OF KEVIN MAHONEY RE FAILURE TO FILE AMENDED JUDGMENT. I served the document(s) on the person(s) below as follows:

John V. Ricca, Esq. Sat Sang Khalsa, Esq. GORDON & REES LLP 275 Battery Street, 2 Ste. 2000 San Francisco, CA 94111	Attorneys for Defendant PALECEK IMPORTS, INC. Telephone: (415) 986-5900 Facsimile: (415) 986-8054 Emails: jricca@grsm.com jvernon@grsm.com skhalsa@grsm.com
Graham S.P. Hollis, Esq. Vilmarie Cordero, Esq. Hali Anderson, Esq. Nathan J. Reese, Esq. GRAHAMHOLLIS APC 3555 Fifth Ave. Ste. 200 San Diego, CA 92103	Attorneys for Plaintiff CRYSTAL SARUCA Telephone: (619) 692-0800 Facsimile: (619) 692-0822 Emails: ghollis@grahamhollis.com vcordero@grahamhollis.com handerson@grahamhollis.com nreese@grahamhollis.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address nguyen@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 4, 2025**, at Long Beach, California.



Maryann Barreto