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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

JOSE CERON, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY, INC., an
unknown business entity; IHOP #792, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

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

Plaintiff,

vs.

SEVEN NINETY-TWO COMPANY, INC., an
unknown business entity; IHOP #792, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV05360 (lead)
(Consolidated with Case No. 21TRCV00365)

Honorable William F. Highberger
Department SSC10

CLASS ACTION

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

Date: October 29, 2024
Time: 10:00 a.m.
Department: SSC10

Class Action Filed: February 10, 2021
PAGA Action Filed: May 17, 2021
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger, whose courtroom is
2 located in Department SSC10 of the above-entitled Court, located at 312 N Spring St, Los
3 Angeles, California 90012, on October 29, 2024 at 10:00 a.m. for Plaintiff Jose Ceron's
4 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
5 and Service Award ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on behalf
6 of Plaintiff, and Musick, Peeler & Garrett LLP appears as counsel for Defendant Seven Ninety
7 Two Company, Inc. ("Defendant").

8 On June 5, 2024, the Court entered an Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation and
11 Agreement for Class and Representative Action Settlement and Release and Amendment No. 1
12 to Joint Stipulation and Agreement for Class and Representative Action Settlement and Release
13 (together, "Settlement," "Agreement," or "Settlement Agreement"), which, together with the
14 exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

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

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

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

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

26 The Class is hereby defined to include:

27 All current and former non-exempt or hourly-paid employees who worked for
28 Defendant within the State of California during the period from February 10,
2017 up to and including May 15, 2022 ("Class" or "Class Members").

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

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

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
26 been heard. The Court also finds that the Class Members also have had a full and fair
27 opportunity to exclude themselves from the Class Settlement. Accordingly, the Court
28 determines that all Class Members who did not submit a timely and validly opt out of the Class

Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the State of California and all current and former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the period from March 11, 2020 up to and including the May 15, 2022 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that no Class Members have opted out of the Class Settlement.

8. The Court finds that payment of Administration Expenses in the amount of \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$7,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that the Service Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, Aggrieved Employees, and the State of California. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Jose Ceron for his Service Award, according to the terms set forth in the Settlement Agreement.

10. The Court finds that the allocation of \$100,000 toward penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA”), and the amount of \$25,000.00 to the Aggrieved Employees on a *pro rata* basis, according to the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that attorneys’ fees in the amount of \$231,666.67 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment

1 in the amount of \$231,666.67 to Class Counsel for attorneys' fees, in accordance with the terms
2 and methodology set forth in the Settlement Agreement.

3 12. The Court finds that reimbursement of litigation costs and expenses in the
4 amount of \$15,719.10 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
5 that the Settlement Administrator issue payment in the amount of \$15,719.10 to Class Counsel
6 for reimbursement of litigations costs and expenses, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 13. The Court hereby enters Judgment by which Settlement Class Members shall be
9 conclusively determined to have given a release of any and all Released Class Claims against
10 the Released Parties, and all Aggrieved Employees shall be conclusively determined to have
11 given a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement
12 and Class Notice.

13 14. It is hereby ordered that within thirty (30) calendar days after the Effective Date
14 Defendant shall deposit the Gross Settlement Amount (i.e., \$695,000.00) and the employer's
15 share of payroll taxes and contributions with respect to the wage portion of Individual
16 Settlement Amounts into the qualified settlement account established by the Settlement
17 Administrator, in accordance with the terms and methodology set forth in the Settlement
18 Agreement.

19 15. It is hereby ordered that no later than ten (10) calendar days after Defendant
20 Funds the Gross Settlement Amount, the Settlement Administrator shall distribute Individual
21 Settlement Payments to Settlement Class Members; Individual PAGA Payments to Aggrieved
22 Employees; the Service Award to Plaintiff; the LWDA Payment to the LWDA, Attorneys' Fees
23 and Expenses to Class Counsel, and the Administration Expenses to itself, according to the
24 methodology and terms set forth in the Settlement Agreement.

25 16. Each Individual Settlement Payment check issued to a Settlement Class Member
26 and/or each Individual PAGA Payment check issued to an Aggrieved Employee shall be valid
27 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
28 and after this time period, the check(s) shall be cancelled. The funds associated with checks

1 issued to Settlement Class Members and Aggrieved Employees that have not been cashed or
2 deposited within the 180-day period will be transmitted to the State Controller's Office
3 Unclaimed Property Division in the names of the Settlement Class Members and/or Aggrieved
4 Employees whose checks are cancelled.

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

11 18. Notice of entry of this Final Approval Order and Judgment shall be given by
12 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
13 website for a period of at least sixty (60) calendar days after the date of entry of this Final
14 Approval Order and Judgment. Individualized notice is not required to the Class.

15 **IT IS SO ORDERED.**

16
17 DATE: _____

The Honorable William F. Highberger
Judge of the Los Angeles County Superior
Court of California