

Helene Mayor  
(SIGNATURE)

PLAINTIFF/PETITIONER: Sergio Santiago  
 DEFENDANT/RESPONDENT: The Olive Restobar

CASE NUMBER:  
 21STCV07908

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:  
 PLEASE SEE THE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:  
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: May 16, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

# EXHIBIT A

Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Helene Mayer (SBN 332975)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
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*Attorneys for Plaintiff and the Class*

**FILED**  
Superior Court of California  
County of Los Angeles

01/02/2025

David W. Slayton, Executive Officer / Clerk of Court

By: D. Keith Deputy

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

SERGIO SANTIAGO, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

vs.

THE OLIVE RESTOBAR, an unknown  
business entity; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. 21STCV07908  
[Related to Case No.: 21NWCV00595]

Honorable Elaine Lu  
Department SSC9

**CLASS ACTION**

**[REVISED ~~PROPOSED~~] FINAL  
APPROVAL ORDER AND JUDGEMENT**

Complaint Filed: March 1, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Elaine Lu in Department SSC9 of the above-  
2 entitled Court, located at 312 North Spring Street, Los Angeles, California, 90012, on Plaintiff  
3 Sergio Santiago’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys’  
4 Fees and Costs, and Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice,  
5 PC appeared on behalf of Plaintiff, and Rutan & Tucker, LLP appeared on behalf of Defendant  
6 The Olive Restobar (“Defendant”).

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

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 Individuals who are current or former hourly-paid or non-exempt  
27 employees of Defendant in the State of California at any time during the  
28 period from March 1, 2017 through July 10, 2023 (“Class” or “Class  
Members”).

1           4.       The Court Approved Notice of Class Action Settlement (“Class Notice”) that was  
2 provided to the Class Members, fully and accurately informed the Class Members of all material  
3 elements of the Settlement and of their opportunity to participate in the Settlement, object to or  
4 comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the best  
5 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class  
6 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 the 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 of the Settlement  
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
16 Court has considered all of the evidence presented, including evidence regarding the strength of  
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
19 completed; and the experience and views of Class Counsel. The Court has further considered the  
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court  
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and  
22 the following terms and conditions.

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

1 judgment (“Final Approval Order and Judgment”), and the State of California and all individuals  
2 who are current or former hourly-paid non-exempt employees of Defendant in the State of  
3 California at any time during the period from July 7, 2020 through July 10, 2023 (“Aggrieved  
4 Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

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

11 8. The Court finds that payment of Settlement Administration Costs in the amount of  
12 \$9,900.00 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 \$9,900.00, in  
15 accordance with the terms and methodology set forth in the Agreement.

16 9. The Court finds that the Enhancement Payment sought is fair and reasonable for  
17 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement  
18 Administrator issue payment in the amount of \$8,000.00 to Plaintiff Sergio Santiago for his  
19 Enhancement Payment, according to the terms and methodology set forth in the Agreement.

20 10. The Court finds that the requested attorneys’ fees in the amount of \$181,500.00 to  
21 Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
22 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and  
23 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
24 amount of \$181,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and  
25 methodology set forth in the Agreement.

26 11. The Court finds that the requested Class Counsel litigation costs of \$18,002.45 to  
27 Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement  
28 Administrator issue payment in the amount of \$18,002.45 to Class Counsel for reimbursement of

litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

12. The Court hereby orders that upon the Effective Date and full funding of the Total Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares), Plaintiff and all Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, in accordance with the terms set forth in the Settlement Agreement.

13. The Court hereby orders that upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees shall be conclusively determined to have given a release of any and all PAGA Released Claims against the Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14. It is hereby ordered that within ten (10) calendar days of the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Total Settlement Amount; and (ii) the employer's taxes for any portion of the Individual Settlement Shares designated as wages ("Settlement Fund"). Within ten (10) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Participating Class Members; (b) Individual PAGA Payments to Aggrieved Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

15. The face of each check shall prominently state the date (not less than one hundred eighty (180) calendar days after the date of mailing) when the check will be voided. For any Participating Class Member whose Individual Settlement Payment check or for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the remaining funds from the voided checks will be transferred to the State of California's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee, subject to the requirements of California Code of Civil Procedure Section 384 (b). All Participating Class Members and Aggrieved Employees shall be bound by the terms and conditions



1 of this Settlement Agreement regardless of whether or nor they cash or otherwise negotiate their  
2 Individual Settlement Payment check and/or Individual PAGA Payment check.

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

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

13 18. A Non-Appearance Case Review Re: Final Compliance is set for March 19, 2026  
14 at 8:30 a.m. in Department SSC9. Class Counsel shall submit a final accounting report regarding  
15 the status of the settlement administration at least five (5) court days prior to the Non-Appearance  
16 Case Review.

17  
18 Dated: 1/2/25



\_\_\_\_\_  
Honorable Elaine Lu  
Judge of the Superior Court

# EXHIBIT B

**FINAL RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

**Sergio Santiago v. The Olive Restobar**

**Case No.: 21STCV07908**

**Department SSC-9**

**Hon. Elaine Lu**

**Hearing: December 12, 2024**

**FILED**  
Superior Court of California  
County of Los Angeles  
**12/18/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           D. Keith           Deputy

The Parties' Motion for Final Approval of class action settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is **\$550,000**, non-reversionary. (¶133)
- B. The Net Settlement Amount ("Net") is the GSA minus the following:
  - **\$181,500 (33%)** for attorney fees to Class Counsel, Lawyers for Justice (¶153.a);
  - **\$18,002.45** for attorney costs to Class Counsel (*ibid.*);
  - **\$8,000** enhancement payment to Plaintiff Sergio Santiago (¶153.c);
  - **\$9,900** settlement administration costs to Simpluris (¶153.b); and
  - **\$75,000** (75% of \$100,000 PAGA penalty) to the LWDA and **\$25,000** (25% of \$100,000 PAGA penalty) to the Aggrieved Employees. (¶153.d)
- C. Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶133)
- D. Plaintiffs' release of Defendants from claims described herein.

No later than **December 20, 2024**, Plaintiff's counsel shall file a **single** document that constitutes both a proposed Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement of the number and identity of class members who requested exclusion.

By **February 13, 2025**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **March 12, 2026**, Class Counsel must file a Final Report re: Distribution of the Settlement Funds.

The Court hereby sets a **Non-Appearence Case Review for March 19, 2026, 8:30 a.m., Department 9.**

### **BACKGROUND**

This is a wage and hour class action. On March 1, 2021, Plaintiff filed a Class Action against Defendant, alleging claims against Defendant for: (1) failure to pay overtime; (2) failure to provide meal periods or premium pay in lieu of; (3) failure to provide rest breaks or premium pay in lieu of; (4) failure to pay minimum wages; (5) failure to pay wages upon termination; (6) failure to pay wages during employment; (7) failure to provide and maintain compliant wage statements; (8) failure to provide and maintain accurate payroll records; (9) failure to reimburse business expenses; and (10) violations of California Business and Professions Code § 17200 et seq.

On September 10, 2021, Plaintiff filed a PAGA Action against Defendant. The Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. alleges a single cause of action under PAGA seeking civil penalties for Defendant's alleged wage and labor violations.

On August 18, 2023, Plaintiff filed a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., adding allegations regarding Defendant's alleged failure to properly provide paid sick leave, consistent with allegations set forth in Plaintiff's Third PAGA Notice.

On April 11, 2023, the parties participated in a private full-day mediation conducted by mediator Lynn S. Frank, Esq., which resulted in reaching the proposed Settlement. A fully executed copy of the Settlement Agreement was filed with the Court on November 13, 2023 attached to the Declaration Of Helene Mayer ("Mayer Decl.") ISO Prelim, as Exhibit 1.

On December 4, 2023, the Court issued a checklist of items for counsel to address. In response, on March 7, 2024, counsel filed a supplemental briefing addressing the Court's concerns. (See Supplemental Declaration of Helene Mayer ISO Prelim ("Mayer Supp. Decl.") .)

On April 11, 2024, the Court granted Preliminary Approval. On May 13, 2024, the Court approved a joint stipulation to amend the Settlement's definitions of the Class List and Workweek definitions in the Settlement and Class Notice.

Notice was given to the Class Members as ordered (see Declaration of Lisa Pavlik ("Pavlik Decl.")). Now before the Court is the Motion for Final Approval of the proposed class action settlement.

### **SETTLEMENT CLASS DEFINITION**

- “Class” or “Class Member” means individuals who are current or former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the Class Period. (¶5)
  - “Class Period” means the period from March 1, 2017 through July 10, 2023. (¶8)
- “Aggrieved Employee” means individuals who are current or former hourly-paid or non-exempt employees of Defendant in the State of California at any time during the PAGA Period. (¶12)
  - “PAGA Period” means the period from July 7, 2020 through July 10, 2023. (¶24)
- The Settlement is based on the representation that there were no more than 11,083 Workweeks for the Class Members during the period from March 1, 2017 through April 11, 2023. If that number increases by more than ten percent 10% (i.e., more than 12,191 Workweeks) during the relevant time period, Defendant shall increase the Total Settlement Amount proportionally to the extent the 10% threshold is exceeded. For example, if the number of Workweeks increases by 11%, the Total Settlement Amount will be increased by 1%. (¶52)
  - The total number of Workweeks during this Relevant Time Period was eleven thousand and nineteen (11,019), which does not exceed the Escalator Clause threshold of twelve thousand one hundred and ninety-one (12,191). Therefore, the Escalator Clause is not triggered, and the Total Settlement Amount remains at \$550,000.00. (Pavlik Decl., ¶14.)
- The parties stipulate to class certification for settlement purposes only. (¶46.)

### **TERMS OF SETTLEMENT AGREEMENT**

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$550,000**, non-reversionary. (¶33)
- The Net Settlement Amount (“Net”) is the GSA minus the following:
  - Up to **\$192,500** (35%) for attorney fees (¶53.a);
  - Up to **\$25,000** for litigation costs (*ibid.*);
  - Up to **\$15,000** for a Service Payment to the Named Plaintiff (¶53.c);
  - Up to **\$12,000** for settlement administration costs (¶53.b); and
  - Payment of **\$75,000** (75% of \$100,000 PAGA penalty) to the LWDA. (¶53.d)
- Defendants will pay their share of taxes separate from the GSA. (¶33)
- Funding of Settlement: Within ten (10) calendar days of the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Total Settlement Amount; and (ii) the employer’s taxes for any portion of the Individual Settlement Shares designated as wages (“Settlement Fund”). (¶60.b)
- There is no claim form requirement. (¶53.e)
- Individual Settlement Payment Calculation: After deducting the Court-approved amounts specified in Paragraph 53 above, each Participating Class Member will be entitled to a pro rata share of the remaining Net Settlement Amount. Individual Settlement Shares will be calculated from the Net Settlement Amount based on the respective number of Workweeks. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members during the

Class Period to yield the “Class Workweek Value” and multiply each Participating Class Member individual workweeks during the Class Period by the Class Workweek Value to yield his or her Individual Settlement Share. If any Class Member submits a timely and valid Request for Exclusion, his or her Individual Settlement Share will remain part of the Net Settlement Amount and will proportionally increase each Participating Class Members’ Individual Settlement Share. (¶53.e.i)

- Tax Allocation: 20% as wages and 80% as interest and penalties. (¶55.a)
- **PAGA Payments:** Each Aggrieved Employee will be entitled to a pro rata share of 25% of the PAGA Amount, as set forth in Paragraph 53.e. The Settlement Administrator will divide the 25% portion of the PAGA Amount allocated to Aggrieved Employees, i.e., \$25,000.00, by the total number of Workweeks worked by all Aggrieved Employees PAGA Workweek Value and then multiply each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment. (¶53.e.ii)
  - Tax Allocation: 100% penalties. (¶55.a)
- **“Response Deadline”** means the deadline by which Class Members must submit a Request for Exclusion from the Class Settlement, Objection to Class Settlement, and/or Workweek Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for the Class Member shall be extended by fifteen (15) calendar days from the original deadline. (¶22)
  - If six percent (6%) or more of the Class Members timely opt out of the Class Settlement, Defendant will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar days after Defendant receives notice of the number of Requests for Exclusion. (¶58.e)
- **Uncashed Settlement Checks:** Payments will become void and no longer available if not cashed, deposited, or otherwise negotiated within one hundred and eighty (180) calendar days after mailing. After the checks are voided, the remaining funds from voided checks will be transferred to the State of California’s Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶60.c)
- The settlement administrator will be Simpluris, Inc. (¶32)
- Notice of Final Judgment will be posted on the administrator’s website. (¶85)
- The proposed settlement was submitted to the LWDA on November 13, 2023. (See Proof of Service filed November 13, 2023.)
- **Scope of the release:** Participating Class Members’ Release of Class Released Claims: Upon the Effective Date and full funding of the Total Settlement Amount and Plaintiff

and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period. (¶47.a) This release by Plaintiff and each Participating Class Member is intended to settle any and all of the Class Released Claims that any of them may have against Defendant or any of the Released Parties during the Class Period. (¶47.b) Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the Class Settlement with respect to Participating Class Members, and such notice will have the same force and effect as if the Agreement were executed by each Class Member. (¶47.c)

- “Class Released Claims” or “Released Class Claims” means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the operative complaints in the Actions or that could have been alleged in the operative complaints in the Actions based on such facts. Without limiting the foregoing, the Class Released Claims include claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day’s rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, the applicable California Wage Orders, and all related or corresponding federal laws; and violation of California Business and Professions Code § 17200 *et seq.*, excepting PAGA Released Claims arising under California Labor Code Section 2698 *et seq.* (as defined in Paragraph 25). (¶19)
- State of California and Released Aggrieved Employees’ Release of PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount necessary to effectuate the Settlement to the Settlement Administrator, Plaintiff, as the representative for the State of California with respect to Aggrieved Employees, and all Aggrieved Employees, to the maximum extent permitted by law, and on behalf of his current, former, and future heirs, executors, administrators, attorneys, agents, and assigns shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the PAGA Released Claims that arose during the PAGA Period. (¶48)
- “PAGA Released Claims” means, for the duration of the PAGA Period, claims for civil penalties under the California Private Attorneys General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the operative complaints in the Actions or that could have

been alleged in the operative complaints in the Actions based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by Class Counsel on behalf of Plaintiff to the Labor and Workforce Development Agency pursuant to California Labor Code section 2699.3 on or about July 7, 2021, February 9, 2022, and May 3, 2023, asserting that Defendant violated various provisions of the California Labor Code. Without limiting the foregoing, the PAGA Released Claims include claims for civil penalties under the California Private Attorneys General Act (California Labor Code § 2698, et seq.) for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one days' rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, 2698 et seq. and alleged violations of the applicable California Wage Orders. (¶25)

- "Released Parties" means and includes Defendant and its current and former parents, predecessors or successors, holding companies, and affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, management-level employees, insurers, and agents). (¶30)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶49)

### **ANALYSIS OF SETTLEMENT AGREEMENT**

#### **A. Does a presumption of fairness exist?**

The Court preliminarily found in its Order of April 11, 2024, that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

#### **B. Is the settlement fair, adequate, and reasonable?**

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

#### **Reaction of the class members to the proposed settlement.**

Number of class members: 344 (Pavlik Decl. ¶5.)

Number of notice packets mailed: 344 (*Id.* at ¶7.)

Number of undeliverable notices: 14 (*Id.* at ¶8.)



Number of opt-outs: 0 (*Id.* at ¶11.)  
 Number of objections: 0 (*Id.* at ¶12.)  
 Number of participating class members: 344 (*Id.* at ¶15.)  
 Average individual payment: \$603.49 (*Id.* at ¶16.)  
 Highest individual payment: \$4,572.92 (*Ibid.*)  
 Number of Aggrieved Employees: 197 (*Id.* at ¶15.)  
 Average PAGA payment: \$126.90 (*Id.* at ¶19.)  
 Highest PAGA payment: \$587.57 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set forth in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

### **C. Attorney Fees and Costs**

Class Counsel requests an award of **\$181,500** in fees and **\$18,002.45** in costs. (MFA at 20:4-9, 27:3-5.) The Settlement Agreement provides for up to \$192,500 (35%) of the settlement amount in fees and \$25,000 in costs (¶53.a).

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (MFA at pp. 19-27.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents approximately one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

| <b>Attorney</b>         | <b>Rate</b>     | <b>Hours</b> | <b>Totals</b> |
|-------------------------|-----------------|--------------|---------------|
| Lawyers for Justice, PC | \$850 (blended) | 382.70       | \$325,295.00  |
|                         |                 |              |               |
| <b>Totals</b>           |                 |              |               |

(Decl. of Helene Mayer ISO Final ¶11, Exhibit A.)

Counsel’s percentage-based fee request is lower than the unadjusted lodestar, and would represent application of a negative multiplier of approximately 0.56x.

Here, the **181,500 (33%)** fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of a higher fee request was provided to class members in the Notice, and no one objected. (Pavlik Decl. ¶12, Exhibit A thereto.)

As for costs, Class Counsel is requesting a cost amount of **\$18,002.45**. This is less than the \$25,000 cap estimated at preliminary approval, which was disclosed to Class Members and not objected to. (Pavlik Decl. ¶12, Exhibit A thereto.) Costs include, but are not limited to: Mediation (\$9,000), Filing Fees (\$1,945), Attorney Service (\$4,012.93), and Court Reporter (\$2,402.05). (Mayer Decl. ISO Final ¶18, Exhibit B<sup>1</sup>.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the Court hereby awards **\$181,500 (33%)** in fees and **\$18,002.45** in costs.

#### **D. Incentive Award**

The class representative, Sergio Santiago, seeks an enhancement payment of **\$15,000** for his contributions to the action. (MFA at 28:6-9.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . . .’” (*Id.* at 806-807, italics and ellipsis in original.)

Plaintiff represents that his contributions to this litigation include: communicating with his attorneys, providing witnesses to his attorneys to interview, helping prepare his attorneys for the mediation, being deposed, and reviewing the settlement. He estimates spending 74.75 hours on the case. (Declaration of Sergio Santiago ISO Final, ¶¶2-9.)

Based on the above, as well as the benefits obtained on behalf of the class, the Court hereby grants the enhancement payment in the reduced amount of **\$8,000** to Plaintiff.

#### **E. Settlement Administration Costs**

The settlement administrator, Simpluris, is requesting **\$9,900** for the costs of settlement administration. (Pavlik Decl. ¶20.) This is less than the cost of \$12,000 provided for in the Settlement Agreement (¶53.b) and disclosed to class members in the Notice, to which there were no objections. (Pavlik Decl. ¶12, Exhibit A thereto.) Based on the above, the Court hereby awards costs in the requested amount of **\$9,900**.

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<sup>1</sup> Note: the Exhibit has two tables, one tallying the class costs (pgs. 1-2) and another tallying the PAGA costs (pg. 3), which, together, total the cost request.

## CONCLUSION

The Parties' Motion for Final Approval of class action settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- B. The Gross Settlement Amount ("GSA") is **\$550,000**, non-reversionary. (¶133)
- B. The Net Settlement Amount ("Net") is the GSA minus the following:
  - **\$181,500 (33%)** for attorney fees to Class Counsel, Lawyers for Justice (¶153.a);
  - **\$18,002.45** for attorney costs to Class Counsel (*Ibid.*);
  - **\$8,000** enhancement payment to Plaintiff Sergio Santiago (¶153.c);
  - **\$9,900** settlement administration costs to Simpluris (¶153.b); and
  - **\$75,000** (75% of \$100,000 PAGA penalty) to the LWDA and **\$25,000** (25% of \$100,000 PAGA penalty) to the Aggrieved Employees. (¶153.d)
- C. Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶133)
- D. Plaintiffs' release of Defendants from claims described herein.

No later than **December 20, 2024**, Plaintiff's counsel shall file a **single** document that constitutes both a proposed Order and Judgment, consistent with this ruling containing all requisite terms, including the class definition, release language, and a statement of the number and identity of class members who requested exclusion.

By **February 13, 2025**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **March 12, 2026**, Class Counsel must file a Final Report re: Distribution of the Settlement Funds.

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The Court hereby sets a **Non-Appearence Case Review for March 19, 2026, 8:30 a.m., Department 9.**

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: December 12, 2024

A handwritten signature in cursive script, reading "Elaine Lu".

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Elaine Lu  
Judge of the Superior Court

**PROOF OF SERVICE**

*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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On May 16, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGEMENT OR ORDER**

on interested parties in this action by Electronic Service as follows:

Kenneth J. Zielinski  
Jonas Trevethan  
**RUTAN & TUCKER, LLP**  
18575 Jamboree Road, 9th Floor  
Irvine, CA 92612  
Emails: [kzielinski@rutan.com](mailto:kzielinski@rutan.com); [jtrevethan@rutan.com](mailto:jtrevethan@rutan.com)

*Attorneys for Defendant*

**[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency  
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

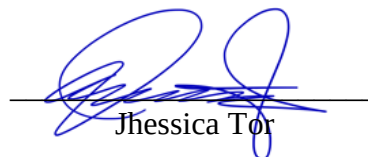
**[X] BY ONLINE SUBMISSION**

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 16, 2025, at Glendale, California.

  
Jessica Tor