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Attorneys for Plaintiff
TESA LOPEZ, individually, and on behalf of
others similarly situated

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

TESA LOPEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

DH LONG POINT MANAGEMENT, LLC a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

08/29/2025

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

CASE NO.: 21STCV35029

[Assigned for all purposes to the
Honorable Elihu M. Berle, Dept. SSC-6]

**~~REVISED PROPOSED~~ ORDER AND
JUDGMENT RE PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: August 27, 2025

Hearing Time: 9:00 a.m.

Department: SSC-6

Action Filed: September 23, 2021

FAC Filed: December 20, 2021

SAC Filed: July 8, 2024

Trial Date: None Set

1 **~~REVISED PROPOSED~~ ORDER AND JUDGMENT**

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) filed by
3 Plaintiff Tesa Lopez (“Plaintiff”) in this Action came before this Court at a regularly scheduled
4 hearing. Having reviewed Plaintiff’s Motion, the Declaration of Dalia Khalili, and exhibits thereto,
5 including the Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement”
6 or “Settlement”), the Declaration of Plaintiff, and the Declaration of Jonathan Paul on behalf of
7 Xpand Legal Consulting LLC, and for good cause appearing, IT IS HEREBY ORDERED,
8 ADJUDGED and DECREED as follows:

9 1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
10 forth in the Settlement Agreement.

11 2. The Court finds that the Settlement was made and entered into in good faith and
12 hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

13 3. Solely for purposes of effectuating the Settlement, the Court has certified a Class
14 defined as: All of Defendant DH Long Point Management, LLC’s (“Defendant”) current and
15 former non-exempt hourly-paid: (i) supervisory employees employed by Defendant in the State of
16 California from September 23, 2017 through April 5, 2024 and (ii) non-supervisory employees
17 employed by Defendant in the State of California from July 4, 2019 through April 5, 2024.

18 4. In accordance with the Settlement Agreement, Judgment shall be entered in this
19 Action in the amount of \$1,500,000.00 plus Defendant’s share of payroll taxes and withholdings
20 which shall be paid separately from and in addition to this Gross Settlement Amount.

21 5. The Court approves attorneys’ fees to Matern Law Group, PC in the amount of
22 one-third of the Gross Settlement Amount, i.e., \$500,000.00, and litigation costs in the amount of
23 \$30,000.00.

24 6. The Court approves the PAGA Penalties of \$50,000.00 with 75% payable to the
25 Labor and Workforce Development Agency (“LWDA”) and 25% disbursed among the Aggrieved
26 Employees.

27 7. The Court approves the Class Representative Service Payment to Plaintiff in the
28 amount of \$7,500.00.

1 8. The Court approves the Administrative Costs to Xpand Legal Consulting LLC in
2 the amount of \$15,000.00.

3 9. The Class Notice provided to the Class Members conforms with the requirements
4 of Code of Civil Procedure section 382, Civil Code section 1781, California Rules of Court, rules
5 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
6 constitutes the best notice practicable under the circumstances, by providing individual notice to
7 all Class Members who could be identified through reasonable effort, and by providing due and
8 adequate notice of the proceedings and of the matters set forth therein. The Settlement Notice fully
9 satisfies the requirements of due process.

10 10. The Court finds that zero (0) Class Members have objected to the Settlement.

11 11. The Court finds that two (2) Class Members, Anna Baldwin and Jayson Staib, have
12 submitted valid requests for exclusion.

13 12. Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross
14 Settlement Amount in the Qualified Settlement Fund. The Effective Date means the date when all
15 of the following events have occurred: (1) the Stipulation of Settlement has been executed by all
16 Parties, Class Counsel, and Defendant's Counsel; (2) the Court has given preliminary approval to
17 the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the
18 putative members of the Settlement Class, providing them with an opportunity to object to the
19 terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal
20 fairness hearing and entered a final Order and Judgment certifying the Settlement Class,
21 dismissing the Action with prejudice, and approving the Stipulation of Settlement; (5) 65 calendar
22 days have passed since the Court has entered a final Order and Judgment certifying the Settlement
23 Class, dismissing the Action with prejudice, and approving the Stipulation of Settlement; and (6)
24 either (i) five business days after the period for filing any appeal, writ or other appellate
25 proceeding opposing the Court's Entry of Judgment has elapsed without any appeal, writ or other
26 appellate proceeding having been filed; or (ii) if any appeal, writ or other appellate proceeding
27 opposing or seeking to vacate the Court's Judgment or final Order approving the Stipulation of
28 Settlement has been filed, five business days after any appeal, writ or other appellate proceedings

opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief (“Effective Date”).

13. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall disburse the following amounts from the Gross Settlement Amount of \$1,500,000.00:

a. \$500,000.00 for attorneys’ fees (one-third of the Gross Settlement Amount) payable to Matern Law Group, PC;

b. \$30,000.00 for litigation costs payable to Matern Law Group, PC;

c. \$37,500.00 (75% of \$50,000.00 PAGA Payment) payable to the LWDA;

d. \$7,500.00 payable to Plaintiff for a Service Payment;

e. \$15,000.00 payable to Xpand Legal Consulting LLC for administrative expenses;

and

f. The remaining amount shall be distributed as set forth in the Settlement Agreement.

14. After 180 days from the mailing, the amount of any Individual Settlement Payment and Individual PAGA Payment check that has not been cashed will be transmitted by the Settlement Administrator to the California Controller’s Office Unclaimed Property Fund.

15. Upon the deposit of the Gross Settlement Amount in the Qualified Settlement Fund, all Settlement Class Members shall be deemed to have released Defendant and all of its present and former parent companies, direct and indirect subsidiaries, members, joint ventures, owners, principals, agents, divisions, and their respective related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant’s counsel of record in the Action (“Released Parties”).

16. The Released Class Claims include all claims alleged, or reasonably could be alleged, in the Operative Complaint and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.6, 226, 226.3, 226.7, 227.3, 245.5, 246, 246.5, 500, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Industrial Commission Wage Orders, and Business and

1 Professions Code sections 17200, et seq., and including all claims for or related to alleged failure
2 to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to
3 pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to
4 maintain required records, failure to furnish accurate itemized wage statements, failure to
5 indemnify employees for necessary expenditures incurred in discharge of duties, failure to pay
6 vested vacation pay, failure to provide and/or pay for accrued sick leave time and/or COVID
7 benefits, failure to produce employee records, seating accommodation violations, heat recovery
8 period violations, and unfair and unlawful business practices, including, but not limited to, claims
9 for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and
10 allegations made or which could have been made in the Action based on the facts and allegations
11 pled in the Operative Complaint and arising during the Class Period.

12 17. Upon the deposit of the Gross Settlement Amount in the Qualified Settlement
13 Fund, all PAGA Members shall be deemed to have released the Released Parties from the
14 “Released PAGA Claims.”

15 18. The Released PAGA Claims will be effective upon the deposit of the Gross
16 Settlement Amount in the Qualified Settlement Fund. The Released PAGA Claims include all
17 claims for PAGA penalties alleged, or reasonably could be alleged, in the Operative Complaint
18 and the PAGA Notice and ascertained in the course of the Action, including civil penalties
19 pursuant to PAGA for or related to claims for failure to provide meal periods, failure to provide
20 rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages
21 due to discharged and quitting employees, failure to maintain required records, failure to furnish
22 accurate itemized wage statements, failure to indemnify employees for necessary expenditures
23 incurred in discharge of duties, failure to pay vested vacation pay, failure to provide and/or pay for
24 accrued sick leave time and/or COVID benefits, failure to produce employee records, seating
25 accommodation violations, and heat recovery period violations, as well as all other claims and
26 allegations alleged in the Action, during the PAGA Period.

27 19. In addition to the release given by each Settlement Class Member, Plaintiff
28 generally releases claims against the Released Parties for all claims, transactions, or occurrences,

1 including, but not limited to: any and all claims, known and unknown, asserted and not asserted,
2 which the Plaintiff has or may have against the Released Parties as of the date of execution of the
3 Settlement Agreement. This general release by Plaintiff also includes a waiver of rights under
4 Civil Code Section 1542.

5 20. All Settlement Class Members, including Plaintiff, who do not submit a valid
6 Request for Exclusion shall be deemed to have released their respective Released Claims against
7 the Released Parties upon the deposit of the Gross Settlement Amount in the Qualified Settlement
8 Fund which shall occur within thirty (30) calendar days of the Effective Date as defined in ¶ 1.18
9 of the Settlement Agreement. Any Class Member employed at any time within the Settlement
10 Period for PAGA Members shall still receive a share of the PAGA Payment and be bound by the
11 Released PAGA Claims.

12 21. Pursuant to Cal. Rule of Court 3.769(h) and Code of Civil Procedure section 664.6,
13 the Court retains jurisdiction over the Parties, all matters arising out of, or related to the Action,
14 the Settlement, the Settlement Agreement, its administration and consummation and the
15 determination of all controversies relating thereto, to enforce the terms of this Judgment.

16 22. The Settlement Administrator will post notice of this Judgment on its website
17 within 10 court days after entry of this Judgment.

18 23. This Judgment is intended to be a final disposition of the Action in its entirety, and
19 is intended to be immediately appealable.

20 24. An Order to Show Cause Re: Compliance with this Judgment is scheduled for April
21 27, 2026 at 8:30 a.m. Class Counsel shall file a final accounting report from the Administrator no
22 later than April 17, 2026.

23 IT IS SO ORDERED AND ADJUDICATED.



Elihu M. Berle

24
25 DATED: 08/29/2025

Elihu M. Berle / Judge

HON. ELIHU M. BERLE

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 2101 E. El Segundo Boulevard, Suite 403, El Segundo, California 90245.

1. [REVISED PROPOSED] ORDER AND JUDGMENT RE PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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Carlos Salas
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