

JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
NIKKI TRENNER, ESQ. (SBN 316007)
nikki@crosnerlegal.com
ZACHARY M. CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff EUGENIA CALVA DE GARCIA

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EUGENIA CALVA DE GARCIA, on
behalf of herself, the State of California,
and others similarly situated and aggrieved
and MILIPZA ANDRADE
HERNANDEZ, in a Representative
capacity only and on behalf of other
members of the general public similarly
situated,

Plaintiffs,

v.

GNIMGT, INC., a California
corporation; GOOD NITE INN
SYLMAR, INC., a California
corporation; PHILLIP HO, an
individual, and NICHOLAS HO, an
individual, and DOES 1-100,
inclusive,

Defendants.

Case No. 22STCV03262

Assigned to the Hon. Bradley S. Phillips

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT**

Date: August 7, 2025
Time: 8:30 a.m.
Place: Department 26

Complaint Filed: January 27, 2022
Trial Date: None Set

1 Eric K. Yaeckel (SBN No. 274608)
yaeckel@sullivanlawgroupapc.com
2 **SULLIVAN & YAECKEL LAW GROUP, APC**
2330 Third Avenue
3 San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX
4

5 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
6 Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
7 Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
8 **CAPSTONE LAW, APC**
1875 Century Park East, Suite 1000
9 Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

10 Attorneys for Plaintiff MILIPZA ANDRADE HERNANDEZ
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

18
19
20
21
22
23
24
25
26
27
28

27
28

1 Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry
2 out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
3 omission, concession, or liability whatsoever by or against Defendant.

4 7. The Court approves the gross settlement amount of \$300,000. After deducting the
5 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
6 Net Settlement Amount of \$145,498.03 shall be allocated as follows: Seventy-Five Percent (75%), or
7 approximately \$109,123.52, shall be paid to the California Labor and Workforce Development Agency,
8 and the remaining Twenty-Five Percent (25%), or approximately \$36,374.51, shall be paid to Aggrieved
9 Employees.

10 8. The Court hereby awards \$100,000 in attorneys' fees and \$28,151.97 in costs to
11 Plaintiffs' Counsel, Crosner Legal P.C., Sullivan & Yaeckel Law Group, and Capstone Law APC.

12 9. The Court approves a Service Award of \$10,000 to Eugenia Calva de Garcia and a
13 Service Award of \$10,000 to Milipza Andrade Hernandez.

14 10. The Court appoints ILYM Group, Inc. to serve as the Administrator for the Settlement,
15 and approves settlement administration costs not to exceed \$6,350.

16 11. This Judgment shall be binding on Aggrieved Employees and the State of California,
17 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims for the
18 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
19 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
20 under PAGA is binding not only on the named employee plaintiff but also on state labor law
21 enforcement agencies and any aggrieved employee not a party to the proceeding).

22 12. Plaintiffs shall provide all required notices of the Settlement and this Order and
23 Judgment to the LWDA, as required by the PAGA.

1 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
2 and continuing jurisdiction under California Code of Civil Procedure § 664.6 over the above-captioned
3 action and the Parties for purposes of enforcing the terms of the Judgment and the Settlement. This
4 document shall constitute a judgment under California Code of Civil Procedure § 664.6.

5
6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7
8 Date _____

Hon. Bradley S. Phillips
Los Angeles County Superior Court Judge