

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

LAWYERS for JUSTICE, P.C.
Joanna Ghosh (State Bar #272479)
joanna@calljustice.com
Elizabeth Parker-Fawley (State Bar #301592)
elizabeth@calljustice.com
Ryan Slinger (State Bar #351297)
ryan@calljustice.com
450 North Brand Blvd., Suite 900
Glendale, CA 91203
T: (818) 265-1020
F: (818) 265-1021

Attorneys for Plaintiff RIGOBERTO ROJAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV21995

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: September 12, 2025
Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Addendum to Class Action and PAGA Settlement Agreement (collectively
3 "Agreement") and Motion for Class Counsel Fees Payment, Litigation Expenses, and Class
4 Representative Service Payment duly came on for hearing on September 12, 2025, before the above-
5 entitled Court. The JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers *for* Justice, PC
6 appeared on behalf of Plaintiff Rigoberto Rojas ("Plaintiff"). Messner Reeves, LLC appeared on
7 behalf of Defendant Weingart Center Association ("Defendant").

8 **I. FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the
12 Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV21995,
15 entitled *Rigoberto Rojas v. Weingart Center Association*, and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On June 9, 2025, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class, defined as "All current and former hourly-paid or non-exempt
22 employees of Defendant Weingart Center Association in California employed during the period of
23 July 7, 2018 to July 22, 2024 ("Class Period").

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on June 12, 2025.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the Class Members. The Court finds that the Notice Packet provided fully
2 satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

3 5. The Response Deadline for opting out or objecting was August 12, 2025.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$700,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
27 ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for PAGA Penalties in the amount of \$100,000.00.
5 The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Penalties and
6 the allocation of 75% (\$75,000.00) to LWDA and 25% (\$25,000.00) to the Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56. The PAGA Payment is approved pursuant to California Labor Code
9 Section 2699(1)(2).

10 **Class Counsel Fees Payment and Litigation Expenses Payment**

11 10. The Agreement provides for a Class Counsel Fees Payment and Class
12 Counsel Litigation Expenses Payment in the amount of up to Two Hundred Fifty-Eight Thousand
13 Three Hundred Ten Dollars and Zero Cents (\$258,310.00). Subject to Court approval, the payment
14 for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consists of
15 attorneys' fees equal to 33.33% of the Gross Settlement Amount, or Two Hundred Thirty-Three
16 Thousand Three Hundred Ten Dollars and Zero Cents (\$233,310.00) and reimbursement of costs
17 and expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

18 11. A payment for Class Counsel Fees Payment and Class Counsel Litigation
19 Expenses Payment in the amount of Two Hundred Fifty-Eight Thousand Three Hundred Ten Dollars
20 and Zero Cents (\$258,310.00) comprised of attorneys' fees in the amount of Two Hundred Thirty-
21 Three Thousand Three Hundred Ten Dollars and Zero Cents (\$233,310.00) and reimbursement of
22 costs and expenses in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) is
23 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
24 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
25 33.33% of the common fund, which is reasonable and at the low end of the range for fee awards in
26 common fund cases and is supported by Class Counsel's lodestar.

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1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of up
3 to \$7,500 for Plaintiff, Rigoberto Rojas, subject to the Court’s approval. The Court finds that the
4 amount of \$7,500 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this
5 class action litigation.

6 **Administration Expenses Payment**

7 13. The Agreement provides for Administration Expenses Payment to be paid in
8 an amount of up to \$20,000.00. The Declaration of the Administrator provides that the actual claims
9 administration expenses are expected to be less, at \$10,000.00. The amount of this payment is
10 reasonable in light of the work performed by the Administrator.

11 **II. ORDERS**

12 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

13 1. The Class is certified for the purposes of settlement only. The Class is hereby
14 defined as:

15 “All current and former hourly-paid or non-exempt employees of Defendant
16 Weingart Center Association in California employed during the period from July 7,
17 2018 to July 22, 2024.”

18 2. There are 759 members of the Class. Every person in the Class who did not
19 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
20 to the Settlement.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
23 this Order and the terms of the Agreement.

24 4. Defendant shall fully fund the Gross Settlement Amount, and also fund the
25 amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
26 Administrator no later than 14 days after the Effective Date. In exchange, the Class Members shall
27 release Defendant and the Released Parties from the Released Class Claims and the Aggrieved
28 Employees shall release the Released PAGA Claims.

1 a. The Released Class Claims are defined as all claims under state,
2 federal, or local law, arising out of the claims expressly pleaded, or that could have been alleged, in
3 Plaintiff's Class Action and all other claims, such as those under the California Labor Code, Wage
4 Orders, regulations and other provisions of law, that could have been asserted based on the facts
5 pleaded in the Class Action at any time during the Class Period including (1) failure to pay overtime
6 wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure
7 to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay
8 wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep
9 requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of
10 California's unfair competition law. The Class Period means the period from July 7, 2018 to July
11 22, 2024.

12 b. The Released PAGA Claims are defined as all claims and causes of
13 action for civil penalties under PAGA arising at any time during the PAGA Period for the claims
14 that were alleged, or reasonably could have been alleged in Plaintiffs PAGA Action based on the
15 factual allegations and theories stated therein and in Plaintiff's PAGA Notice. The PAGA Period
16 means the period from April 20, 2021 to July 22, 2024.

17 5. Class Counsel are awarded a Class Counsel Fees Payment and Class Counsel
18 Litigation Expenses Payment in the amount totaling Two Hundred Fifty-Eight Thousand Three
19 Hundred Ten Dollars and Zero Cents (\$258,310.00) comprised of attorneys' fees in the amount of
20 Two Hundred Thirty-Three Thousand Three Hundred Ten Dollars and Zero Cents (\$233,310.00)
21 and reimbursement of costs and expenses in the amount of Twenty-Five Thousand Dollars and Zero
22 Cents (\$25,000.00). Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendant, Plaintiff, or members of the Class.

24 6. The payment of the Class Representative Service Payment to the Plaintiff in
25 the amount of \$7,500 is approved.

26 7. The payment of \$10,000.00 to the Administrator for the Administration
27 Expenses Payment is approved.

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1 8. The PAGA Payment of \$100,000 is hereby approved as fair, reasonable,
2 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
3 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
4 fraud or collusion.

5 9. Final Judgment is hereby entered in this action. The Final Judgment shall
6 bind each Participating Class Member.

7 10. Final Judgment shall also bind Plaintiff, the State of California, the LWDA,
8 and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

9 11. The term "Aggrieved Employees" is hereby defined as "All current and
10 former hourly-paid or non-exempt employees employed by Defendant within the State of California
11 at any time during the period from April 20, 2021 through July 22, 2024."

12 12. The Court further finds and determines that Class Counsel satisfied
13 California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of
14 claims arising under the Private Attorney General Act ("PAGA") on December 31, 2024 and again
15 on April 10, 2025.

16 13. The Court orders Class Counsel to comply with California Labor Code §
17 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
18 entry of this Order.

19 14. The Agreement is not an admission by Defendant, nor is this Final Approval
20 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
21 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
22 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
23 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
24 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
25 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
26 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
27 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
28 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and

1 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
2 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
3 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
4 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
5 or issue preclusion or similar defense as to the claims being released by the Settlement.

6 15. Notice of entry of this Final Approval Order and Judgment shall be given to
7 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
8 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
9 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Notice
10 Packet.

11 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
12 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
14 connection with the distribution of settlement benefits.

15 17. If the Settlement does not become final and effective in accordance with the
16 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
17 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
18 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

19 **IT IS SO ORDERED.**

20
21 DATED: _____

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT