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Attorneys for Plaintiff
JORDAN KEITH HELTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JORDAN KEITH HELTON, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMEE BAY LLC, an unknown business entity;
THREE SAINTS BAY, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00027268-CU-OE-CTL
(Lead Case)

*Consolidated with Case No.: 37-2022-
00027280-CU-OE-CTL*

*Assigned for all purposes to the Honorable
Terrie E. Roberts, Dept. C-68*

NOTICE OF ENTRY OF ORDER

Complaint Filed: July 12, 2022
Trial Date: Not set

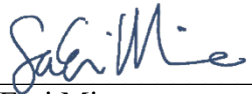
1 **TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 18, 2026, the Court in the above-entitled matter
3 entered a Final Approval Order and Judgment. The Court also set a post-approval final accounting
4 hearing date for May 14, 2027, at 10:00 a.m. in Department C-68 of the above-entitled Court. A true
5 and correct copy of the Court's September 18, 2026, Final Approval Order and Judgment, is attached
6 hereto as Exhibit 1.

7 Dated: September 21, 2026

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1



SEP 18 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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**FINAL APPROVAL ORDER AND
JUDGMENT**

Date: September 18, 2026
Time: 10:30 a.m.
Dept.: C-68

Complaint Filed: July 12, 2022
Trial Date: Not yet set

1 Plaintiff Jordan Keith Helton's unopposed Motion for Final Approval of Class Action and
2 PAGA Settlement ("Motion") in the above-captioned matter came for hearing on September 18, 2026,
3 before the Honorable Terrie E. Roberts in Department C-68 of the above-entitled Court located at 330
4 W. Broadway, Fifth Floor, San Diego, California 92101.

5 On April 9, 2026, the Court entered an Order Granting Preliminary Approval of Class Action
6 and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
7 settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action and
8 PAGA Settlement (hereinafter, "Agreement" or "Settlement") which, together with the exhibits
9 thereto, set forth the terms and conditions for settlement of this Action.

10 Due and adequate notice having been given to all Class Members as required in the Preliminary
11 Approval Order, and the Court having considered the Agreement, Plaintiff's Motion and all documents
12 submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully
13 informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND**
14 **DECREEED AS FOLLOWS:**

15 1. Pursuant to California law, this Court hereby grants final approval of the Agreement.
16 The Agreement is hereby deemed incorporated into this Final Order and Judgment. All terms used
17 herein shall have the same meaning as defined in the Agreement.

18 2. This Court has jurisdiction over the subject matter of this Action and over all Parties to
19 this Action, including all Class Members.

20 3. The Court finds that the requirements of California Code of Civil Procedure section
21 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and
22 the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement
23 purposes, as set forth in the Preliminary Approval Order, final. The Class is hereby defined to include:

24 All current and former hourly-paid or non-exempt employees who worked for
25 Defendants within the State of California at any time during the period from July 12,
2018, and ending on May 3, 2023.

26 4. The Court hereby confirms Lawyers *for* Justice, PC, and Parker & Minne, LLP as Class
27 Counsel in the Action.

28 5. The Court concludes that distribution of the Notice directed to the Class Members as

1 set forth in the Agreement and the other matters set forth therein have been completed in conformity
2 with the Preliminary Approval Order and constituted the best notice practicable under the
3 circumstances. The Court concludes that the Administrator, ILYM Group, Inc., took all reasonable
4 and necessary steps to locate and notify each Class Member of the Agreement, as required in the
5 Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of
6 all material elements of the Settlement and their opportunity to object or comment thereon; was the
7 best notice practicable under the circumstances; was valid, due and sufficient notice to all Class
8 Members; and complied fully with the laws of the State of California, Federal Rules of Civil
9 Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and
10 adequately described the Settlement and provided Class Members adequate instructions and a variety
11 of means to obtain additional information.

12 6. The Court hereby finds the Agreement was entered into in good faith pursuant to and
13 within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in
14 the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are
15 adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
16 standards and applicable requirements for final approval of this class action settlement under
17 California law, including the provisions of California Code of Civil Procedure section 382 and Federal
18 Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior*
19 *Court*, 4 Cal.3d 800, 821 (1971).

20 7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable,
21 and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement
22 was reached following meaningful informal discovery and investigation by Class Counsel; that the
23 Settlement is the product of intensive, serious and non-collusive arms-length negotiations between the
24 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so
25 finding, the Court has considered all of the evidence presented, including evidence regarding the
26 strength of Plaintiff's claims, Defendants' potential exposure; the risk, expense, complexity, and delay
27 associated with further litigation; the risk of maintaining Plaintiff's claims through class certification,
28 trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;

1 the extent of investigation and informal discovery completed; the experience and views of Class
2 Counsel; and the absence of objections to the Settlement, as well as other relevant factors.
3 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
4 Agreement and the terms and conditions set forth in this Judgment.

5 8. A full opportunity has been afforded to Class Members to participate in this hearing,
6 and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
7 Members who did not timely and properly request exclusion from the Settlement ("Settlement Class
8 Members") are bound by the Settlement and by this Judgment.

9 9. The Court hereby finds that there have been zero (0) objections to the Agreement. The
10 deadline for Class Members to submit written objections to the Agreement was July 10, 2026. The
11 Court also finds that there were zero (0) objections at the hearing on Final Approval.

12 10. The Court hereby finds that zero (0) Class Members have requested to be excluded
13 from the Settlement. The deadline for Class Members to request to be excluded from the Agreement
14 was July 10, 2026. Accordingly, 148 Settlement Class Members are bound by this Judgment.

15 11. Upon entry of this Judgment and the complete funding of the Total Settlement Amount
16 and all applicable employer-side payroll taxes by Defendants to the Administrator, Settlement Class
17 Members shall fully release and discharge Released Parties from any and all wage-related claims that
18 were alleged in or which could have been alleged in the Class Action based on the factual allegations
19 in the Class Action, arising during the Class Period, including the following claims, under any legal
20 theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code
21 sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods
22 and/or pay meal period premiums pursuant to California Labor Code sections 226.7 and 512 and the
23 IWC Wage Orders; (3) alleged failure to authorize and permit rest periods and/or pay rest period
24 premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4)
25 alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194,
26 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at
27 termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6)
28 alleged failure to pay all wages in a timely manner during employment pursuant to California Labor

1 Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage
2 statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged
3 failure to maintain requisite payroll records pursuant to California Labor Code section 1174 and the
4 IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to
5 California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations
6 of California Business & Professions Code sections 17200, *et seq.*

7 12. Upon entry of this Judgment and remittance of the Total Settlement Amount by
8 Defendants to the Administrator, Plaintiff, the LWDA, and State of California shall waive, release,
9 and discharge Released Parties of any and all claims, actions, and causes of action for civil penalties
10 under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising during
11 the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and PAGA
12 Action, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
13 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare
14 Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 9-2001, and 16-2001.

15 13. Upon entry of this Judgment and remittance of the Total Settlement Amount by
16 Defendants to the Administrator, in consideration for his Class Representative Enhancement Payment,
17 Plaintiff Jordan Keith Helton, for himself only, releases the Released Parties from all claims, demands,
18 rights, liabilities and causes of action of every nature and description whatsoever, known or unknown,
19 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
20 federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's
21 relationship with Defendants as well as any and all acts or omissions by or on the part of Defendants,
22 excluding only claims that, by law, may not be privately released. Plaintiff Jordan Keith Helton has
23 expressly waived all rights and benefits afforded by California Civil Code Section 1542, which
24 provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
27 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
28 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED

1 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2 This release specifically excludes claims for unemployment insurance, disability, social
3 security, and workers compensation (with the exception of claims arising pursuant to California Labor
4 Code Sections 132(a) and 4553).

5 14. The Court finds the settlement payments provided for under the Agreement to be fair
6 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court
7 orders Defendants to fund the Total Settlement Amount of \$500,000.00 within thirty (30) calendar
8 days after of the date of entry of this Judgment to provide payments for Individual Settlement
9 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Attorneys'
10 Fees to Class Counsel, Litigation Costs to Class Counsel, PAGA Penalties to the LWDA, and
11 Settlement Administration Costs. The Court further orders Defendants to separately pay any and all
12 employer payroll taxes owed on the wage portion of the Individual Settlement Payments. Defendants
13 shall fund and the Settlement Administrator shall distribute these amounts in accordance with the
14 terms of the Agreement.

15 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
16 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of
17 \$175,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the
18 amount of \$21,775.56 from the Total Settlement Amount. The award of attorneys' fees and costs is
19 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
20 and/or owed to Class Counsel and any other person or entity related to the Action. The Court further
21 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
22 pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and
23 among Class Counsel shall be made by the Administrator pursuant to the separate and independent
24 agreement between Class Counsel.

25 16. The Court hereby approves and orders a Class Representative Enhancement Payment
26 of \$5,000.00 to Plaintiff Jordan Keith Helton from the Total Settlement Amount in accordance with
27 the terms of the Agreement.

28 17. The Court finds that the settlement of the Released PAGA Claims for \$75,000.00,

1 which is designated and allocated as penalties under the California Labor Code Private Attorneys
2 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further
3 approves allocation and payment of the PAGA Penalties as follows: \$56,250.00 (75% of \$75,000.00)
4 to the California Labor Workforce Development Agency, and \$18,750.00 (25% of \$75,000.00) to
5 PAGA Group Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts
6 distributed to PAGA Group Members as penalties under PAGA shall be reported on an IRS Form-
7 1099.

8 18. The Court also hereby approves and orders payment from the Total Settlement Amount
9 for actual settlement administration expenses incurred by the Administrator, ILYM Group, Inc., in
10 the amount of \$5,650.00.

11 19. The Court hereby approves and orders payment of Individual Settlement Payments
12 from the Net Settlement Amount to the Settlement Class Members and payment of Individual PAGA
13 Payments to PAGA Group Members on a *pro rata* basis as set forth in the Agreement.

14 20. Provided the Settlement becomes effective under the terms of the Agreement, the Court
15 also hereby orders that the Administrator distribute the Individual Settlement Payments, Individual
16 PAGA Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs
17 payment, Settlement Administration Costs payment, and PAGA Penalties to the LWDA within ten
18 (10) calendar days of receipt of the Total Settlement Amount.

19 21. The Court also hereby approves and orders that checks distributed from the Total
20 Settlement Amount to Settlement Class Members and PAGA Members will be negotiable for at one
21 hundred and eighty (180) days after issuance. If any settlement checks issued to Settlement Class
22 Members and PAGA Group Members remain uncashed after the void date, will be transmitted by the
23 Settlement Administrator to the State of California's Controller's Office Unclaimed Property
24 Division, in the name of the Settlement Class Member and/or PAGA Member and in the amount of
25 his or her respective Individual Settlement Payment and/or Individual PAGA Payment consistent
26 with Code of Civil Procedure § 384.

27 22. Without affecting the finality of this Judgment, the Court shall retain continuing
28 jurisdiction over this Action and the Parties, including all Class Members, and over all matters

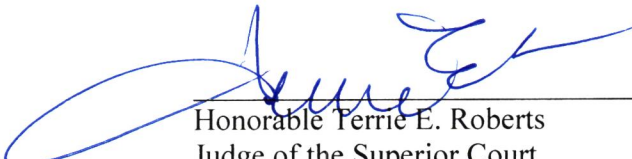
1 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
2 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as
3 provided to the contrary herein, any disputes or controversies arising with or with respect to the
4 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for
5 resolution.

6 23. A post-approval final accounting hearing shall be held on
7 ~~12/18/22~~ 5/14/27 at 10:00 (a.m.)/p.m. in Dept. C-68 of the above-
8 entitled court, located at 330 W. Broadway, Fifth Floor, San Diego, California 92101. Class Counsel
9 shall submit a final compliance status report by no later than 5 days before hearing.
10 Class Counsel shall also submit a copy of this Judgment and the final compliance status report to the
11 Judicial Council at the time of the final accounting. (Cal. Code Civ. Proc § 384.5; Cal. Govt. Code §
12 68520).

13 24. Plaintiff shall submit a notice of entry of this Judgment to the California Labor and
14 Workforce Development Agency (LWDA).

15 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

16
17 Dated: 9/18/24

18 
19 Honorable Terrie E. Roberts
20 Judge of the Superior Court
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