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FILED
Superior Court of California
County of Los Angeles
10/14/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Corleto Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ZAHIRA PAGE, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

AVILA'S EL RANCHITO #4 INC., a California corporation; AVILA'S CDM, INC., a California corporation; AVILA'S COCINA, INC., a California corporation; AVILA'S EL RANCHITO CORPORATION, a California corporation; AVILA'S EL RANCHITO GRILL, INC., a California corporation; AVILA'S EL RANCHITO, INC., a California corporation; AVILA'S MC, INC., a California corporation; AVILA'S MEXICAN GRILL, INC., a California corporation; AVILA'S MEXICAN RESTAURANT, INC., a California corporation; AER SURFER, INC., a California corporation; ALIVA MEXICAN GRILL, INC., a California corporation; DON CHAVA, INC., a California corporation; MICUS, INC., a California corporation; SERGIO'S EL RANCHITO, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22STCV11109

Assigned to the Hon. Elihu M. Berle

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

Date: October 12, 2026
Time: 9:00 a.m.
Place: Department 6

Complaint Filed: March 30, 2022
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Amended Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

7. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

9. The Settlement Agreement is not an admission by Defendants or by any other Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever by or against Defendants or any of the other Released Parties.

10. With the exception of Tatum Tatch, who opted out of the Settlement Class, final approval shall be with respect to: All persons who worked for Defendants as non-exempt, hourly paid employees in the State of California at any time during the Class Period.

11. Plaintiff Zahira Page is an adequate and suitable representative and is hereby appointed

the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that her interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of $7,500 for her service on behalf of the Settlement Class, and for agreeing to a general release of all claims arising out of her employment with Defendants.

13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of $60,000 is hereby approved. Seventy-Five Percent (75%), or $45,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or $15,000, will be paid to PAGA Members.

15. The Court hereby awards $366,667 in attorneys' fees and $21,882.93 in costs and expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable under the circumstances.

16. The Court approves settlement administration costs and expenses in the amount of $19,500 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date, these Participating Class Members have released and forever discharged the Released Parties for any and

all Released Class Claims during the Class Period:

> All claims, rights, demands, liabilities, and causes of action that are asserted in the operative Complaint, or that could reasonably have been asserted based on the facts alleged in the operative Complaint and Plaintiff's LWDA Letter, including all claims for violation of: (1) California Labor Code §§ 510 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) California Labor Code §§ 201, 202, 203 (wages not timely paid upon termination); (7) California Labor Code § 204 (failure to timely pay wages during employment); (8) California Labor Code §§ 221 and 224 (unlawful deductions); (9) California Labor Code § 223 (secret payment of lower wages); (10) California Labor Code § 1198 and California Code of Regulations, title 8, section 11050 subdivision 5(a) (failure to provide reporting time pay); (11) California Labor Code § 1198 and California Code of Regulations, title 8, section 11050(13)(B) (failure to provide suitable resting facilities); (12) California Labor Code § 2802 (unreimbursed business expenses); (13) California Labor Code § 2810.5 (failure to provide notice of material terms of employment); (14) California Labor Code § 558; California Business & Professions Code §§ 17200, *et seq.* (unlawful business practices); and (15) California Business & Professions Code §§ 17200, *et seq.* (unfair business practices).

18. Additionally, upon the Funding Date, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

> All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were alleged or could reasonably have been alleged based on the facts alleged in Plaintiff's LWDA letter, including all claims for violation of: (1) California Labor Code §§ 510 and 1198 (unpaid overtime); (2) California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) California Labor Code §§ 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) California Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) California Labor Code §§ 201, 202, 203 (wages not timely paid upon termination); (7) California Labor Code § 204 (failure to timely pay wages during employment); (8) California Labor Code §§ 221 and 224 (unlawful deductions); (9) California Labor Code § 223 (secret payment of lower wages); (10) California Labor Code § 1198 (failure to provide reporting time pay); (11) California Labor Code § 1198 (failure to provide suitable resting facilities); (12) California Labor Code § 2802 (unreimbursed business expenses); (13) California Labor Code § 2810.5 (failure to provide notice of material terms of employment); (14) California Labor Code § 558.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and

continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Class Members and PAGA Members, for purposes of interpreting and enforcing the terms of the Settlement Agreement and Judgment, overseeing settlement administration, and addressing such post judgment matters as may be appropriate under applicable court rules or the Settlement Agreement.

21. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

22. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the Settlement Administrator's website.

23. The Court sets a compliance hearing for June 9, 2027, at 9:00 a.m., at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than May 28, 2027.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 10/14/2026

Elihu M. Berle

Hon. Elihu M. Berle
Los Angeles County Superior Court Judge
Elihu M. Berle / Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On October 12, 2026, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows:

FROST BROWN TODD 633 W. 5th Street, Suite 900 Los Angeles, CA 90071 Telephone: 714-852-6800 Facsimile: 714-852-6899 Raul F. Salinas rsalinas@fbtlaw.com	*Attorneys for Defendant,* AVILA'S EL RANCHITO #4 INC. AVILA'S CDM, INC. AVILA'S EL RANCHITO CORPORATION AVILA'S EL RANCHITO GRILL, INC. AVILA'S EL RANCHITO, INC. AER SURFER, INC. DON CHAVA, INC. SERGIO'S EL RANCHITO, INC.
CDF LABOR LAW LLP 18300 Von Karman Avenue, Suite 800 Irvine, CA 92612 Telephone: 949-622-1661 Nancy N. ("Niki") Lubrano nlubrano@cdflaborlaw.com Brian E. Cole II bcole@cdflaborlaw.com Tyler J. Angelini tangelini@cdflaborlaw.com	*Attorneys for Defendant,* AVILA'S COCINA, INC. AVILA'S MC, INC. AVILA'S MEXICAN GRILL, INC. AVILA'S MEXICAN RESTAURANT, INC. ALIVA MEXICAN GRILL, INC. MICUS, INC.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission

of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.

[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 12, 2026 at Los Angeles, California.

Simone Cigar	/s/ Simone Cigar
Type/Print Name	Signature