

**Final Approval of Class Action Settlement
Department SSC-9**

FILED
Superior Court of California
County of Los Angeles

04/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala Deputy

Bustos v. Buono's Authentic Pizzeria, et al.

Case No. 25STCV01874

Hearing: April 1, 2026

FINAL RULING

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$214,425.62**, non-reversionary. (¶3.1; Hernandez Decl., ¶5.)
- The Court hereby approves and awards the following payments from the GSA:
 - **\$71,475.21** (representing 33% of the GSA) for attorney fees to Class Counsel (¶3.2.2);
 - **\$7,229.88** for litigation costs to Class Counsel (*ibid.*);
 - **\$7,500** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - **\$10,500** PAGA penalty (\$6,825 or 65% to the LWDA; \$3,675 or 35% to the Aggrieved Employees) (¶3.2.5); and
 - **\$6,350** for settlement administration costs. (¶3.2.3)
- Defendant will also separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments (¶3.1)
- Plaintiffs shall release Defendants from the claims described herein.

The Court will sign the [PROPOSED] FINAL JUDGMENT that Plaintiff electronically lodged on 2/25/26. However, the Court will make the following revisions consistent with the instant ruling:

- If no objectors appear at the hearing on the Parties' Motion for Final Approval of Class Action Settlement, then the Court will add a sentence to page 2, line 9 reflecting that "No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval."

- In paragraph 3, the Gross Settlement Amount shall be amended from \$210,000 to **\$214,425.62** because the escalator was triggered.
- In paragraph 4, the amount of Plaintiff's enhancement award shall be amended from \$10,000 to **\$7,500**.
- In paragraph 4, the amount of attorneys' fees awarded shall be amended from \$75,048.97 to **\$71,475.21**.
- The Court will add at the end of the judgment that "Plaintiff must file a Final Report re: Distribution of the Settlement Funds by **January 25, 2027**. A Non-Appearance Case Review is set for **February 1, 2027**, 8:30 a.m., Department 9."

The Court will not be signing the Proposed Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement that Plaintiff separately lodged on 2/25/26 because the Court will instead file the instant order which shall serve the same purpose.

Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **January 25, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

The Court hereby sets a Non-Appearance Case Review for **February 1, 2027**, 8:30 a.m., Department 9.

BACKGROUND

This is a wage and hour class action. On January 23, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against BAP and Frank Buono for; 1) unpaid wages; 2) meal period violations; 3) rest period violations; 4) failure to provide accurate wage statements; 5) waiting time penalties; and 6) unfair/unlawful business practices.

On June 13, 2025, Plaintiff filed the Operative First Amended Complaint for: 1) Unpaid Wages; 2) Meal Period Violations; 3) Rest Period Violations; 4) Failure To Provide Accurate Wage Statements; 5) Waiting Time Penalty For Nonpayment Of Wages; 6) Violation Of Business And Professions Code Section 17200; and 7) Civil Penalties Under California Labor Code Private Attorneys General Act ("PAGA").

Counsel represents that the Parties conducted informal discovery and investigation of the facts and law, which have included, inter alia, (a) telephonic conferences with Plaintiff; (b) inspection and analysis of documents and other information produced by Plaintiff and Defendants; (c) an analysis of the legal positions taken by Defendants; (d) investigation into the viability of class treatment of the claims asserted in the Complaint; (e) analysis of potential class-wide damages, including information sufficient to understand Defendants' potential

defenses to Plaintiff's claims; (f) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; (g) assembling and analyzing of data for calculating damages; and (f) analysis of payroll and other data pertaining to Plaintiff and the Class during the relevant Class Period, including but not limited to the number of former and current members within the Class, average workweeks, and average rate of pay.

On April 8, 2025, the Parties participated in an all-day mediation presided over by Arthur Eidelhoch, Esq. which led to an agreement. A fully executed long form Settlement Agreement was filed with the court on June 13, 2025 attached as Exhibit 1 to the Declaration of Matthew A. Haulk ("Haulk Decl.") ISO Preliminary Approval.

On August 13, 2025, the Court issued a checklist of items for counsel to address and continued preliminary approval. In response, on October 15, 2025, counsel filed a fully executed Amended Settlement Agreement attached as Exhibit C to the Supplemental Declaration of Matthew A. Haulk ("Haulk Supp. Decl.") ISO Preliminary Approval.

The Court granted preliminary approval on November 19, 2025. Notice was given to the Class Members as ordered. (See Declaration of Nathalie Hernandez ("Hernandez Decl."))

Now before the Court is the motion for final approval of the settlement agreement.

CLASS DEFINITION AND ESSENTIAL TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- "Class" means all individuals who are or were employed as a non-exempt employee in the State of California who worked for Defendants during the Class Period. (Settlement Agreement, ¶1.5.)
 - "Class Period" means the period from January 23, 2021, through August 13, 2025. (¶1.12)
- "Aggrieved Employee" means all current and former non-exempt employees employed by Defendants in the State of California at any time during the PAGA Period. (¶1.4)
 - "PAGA Period" means the period from January 23, 2024, through August 13, 2025. (¶1.31)
- Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 120 Class Members who collectively worked a total of 11,000 Workweeks, and 70 Aggrieved Employees who worked a total of 2,000 PAGA Pay Periods. The Parties have reviewed and confirmed the accuracy of these estimates. The Parties agree that the Class Period shall run from January 23, 2021 through August 13, 2025, and the PAGA Period shall run from January 23, 2024 through August 13, 2025. No automatic adjustment ("escalator") to the Gross Settlement Amount shall apply. However, if the verified Class Data later shows a variance greater than ten percent (10 %) from these estimates, then the Gross Settlement Amount will be increased proportionately by the amount in excess of 10%. For example, if the number is 11 % higher than 11,000 workweeks, the Gross Settlement Amount will be increased by 1 %. The Class Period shall end on August 13, 2025 and shall not be shortened under any circumstances. (¶18)
 - The Class List contained 133 individuals with 12,355 workweeks during the Class Period and 70 Aggrieved Employees with 3,832 pay periods during the PAGA Period. (Hernandez Decl., ¶5.) Due to the Escalator Clause being triggered, ILYM

Group calculated the additional amount owed to be \$4,425.62, increasing the Gross Settlement amount to \$214,425.62. (*Ibid.*)

- The Gross Settlement Amount (“GSA”) is **\$214,425.62¹**, non-reversionary. (¶3.1; Hernandez Decl., ¶5.)
- The Net Settlement Amount (“Net”) (**\$105,825**) is the GSA minus the following:
 - Up to **\$73,500 (35%)** for attorney fees (¶3.2.2);
 - Up to **\$7,500** for litigation costs (*Ibid.*);
 - Up to **\$10,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Payment of **\$6,825** (65% of \$10,500 PAGA penalty) to the LWDA. (¶3.2.5); and
 - Up to **\$6,350** for settlement administration costs. (¶3.2.3)
- Defendant will also separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments (¶3.1)
- Funding of GSA: Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (not less than 180 days after the date of mailing). (¶4.4.1) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") Legal Aid At Work, located at 180 Montgomery Street, #600, San Francisco, California 94104. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (¶4.4.3)
- The Settlement was submitted to the LWDA on June 13, 2025. (Haulk Decl. ISO Preliminary Approval, ¶40 and Exhibit 4 thereto.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order on November 19, 2025, that the presumption of fairness should be applied. No facts have come to the Court’s attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 133 (Hernandez Decl., ¶5.)

Number of notice packets mailed: 133 (*Id.* at ¶7.)

Number of undeliverable notices: 14 (*Id.* at ¶10.)

¹ \$210,000 GSA + \$4,425.62 Escalator= **\$214,425.62**

Number of opt-outs: 0 (*Id.* at ¶11.)
Number of objections: 0 (*Id.* at ¶12.)
Number of participating class members: 133 (*Id.* at ¶13.)
Average individual payment: \$1,567.56 (*Id.* at ¶14.)
Highest estimated payment: \$2,040.18 (*Ibid.*)
Lowest estimated payment: \$8.50 (*Ibid.*)
Number of Aggrieved Employees: 70 (*Id.* at ¶5.)
Average PAGA payment: \$52.50 (*Id.* at ¶14.)
Highest estimated PAGA payment: \$80.56 (*Ibid.*)
Lowest estimated PAGA payment: \$1.92 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel request **\$75,048.97 (35%)** in fees and litigation costs and expenses in the amount of \$7,229.88. (Proposed Order, ¶¶13.b-c.) The Settlement provides for attorney's fees up to 35% of the Gross Settlement Amount and costs of \$7,500 (Settlement Agreement, ¶3.2.2; Hernandez Decl., ¶14); the class was provided notice of the requested awards, and no class member objected. (Hernandez Decl., ¶12 and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Final, pgs. 8-12.)

The fee request represents 35% of the gross settlement amount which is above the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Counsel has provided the following lodestar information:

Biller	Hours	Rate	Total
Haulk	107.4	\$750-\$800	\$58,190.00
Herrera	47.5	\$750-\$800	\$28,300.00
TOTAL	154.9		\$86,490.00

(Haulk Decl. ISO Final Approval, ¶39 and Exhibit 2 thereto.)

Counsel has spent 154.9 hours in connection with this litigation, resulting in a lodestar of \$86,490, which would require a negative multiplier to yield the requested fee amount. (*Ibid.*)

As for costs, class counsel has incurred costs of **\$7,229.88**. (Haulk Decl. ISO Final Approval, ¶40.) Class Counsel is requesting **\$7,229.88** in costs which is less than the settlement cap of \$7,500. (*Ibid.*)

The costs in this case include, but are not limited to, filing fees (\$1,435), service costs, and mediation (\$5,250). (*Ibid.*) The costs seem reasonable and necessary to litigation.

Based on the above, the Court hereby awards **\$71,475.21** (equivalent to 33%) for fees and **\$7,229.88** for litigation costs.

D. Incentive Award to Class Representative

The Settlement Agreement provides for up to **\$10,000** for an incentive awards to the class representative. (Settlement Agreement, ¶3.2.1.)

Plaintiff Bustos's contributions to this litigation include, and are not limited to, spending at 30 hours on the following: obtaining counsel, gathering documents, reviewing documents and records, having numerous conversations with counsel, preparing for mediation, attending, and remaining available to discuss settlement at the Mediation. (Bustos Decl., ¶7.)

The Court notes that such efforts are commendable, yet not exceptional. Based on the above, the Court hereby grants an enhancement award in the amount of **\$7,500**.

E. Claims Administration Costs

The claims administrator requests **\$6,350** for the costs of administering the settlement. (Hernandez Decl., ¶15.) This is equal to the \$6,350 maximum amount estimated at preliminary approval and disclosed in the notice to class members, to which there were no objections. (*Id.* at ¶12 and Exhibit A thereto.)

Based on all the work performed by the Claims Administrator, the Court hereby awards costs in the requested amount of **\$6,350**.

CONCLUSION AND ORDER

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

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By **January 25, 2027**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

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The Court hereby sets a Non-Appearance Case Review for **February 1, 2027**, 8:30 a.m.,
Department 9.

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE
MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: April 1, 2026



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu / Judge

ELAINE LU

Judge of the Superior Court