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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

SOCORRO OCHOA, ANA GAYTAN
GARCIA, TERESA GONZALEZ VEGA,
LILIANA J. MOISEN, ANDREA GARCIA
CERVANTES, and CECILIA CERVANTES,
individually, and on behalf of all others similarly
situated; ANA GAYTAN GARCIA and
TERESA GONZALEZ VEGA, on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

LA TAVOLA, LLC, a California limited
liability company; BBJ RENTALS INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV000862

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 23, 2025
Time: 8:30 a.m.
Dept.: A

Complaint filed: July 29, 2022
FAC filed: April 9, 2024
Trial date: Not set

1 On or around September 11, 2024, this Court issued an Order Granting Plaintiffs’ Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Socorro Ochoa, Ana Gaytan Garcia,
3 Teresa Gonzalez Vega, Liliana J. Moisen, Andrea Garcia Cervantes, and Cecilia Cervantes
4 (collectively, “Plaintiffs”) now seek an order granting final approval of the Joint Stipulation of Class
5 Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). The Settlement
6 Agreement is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs’ Motion for
7 Final Approval of Class Action Settlement as **Exhibit 1**.

8 Due and adequate notice having been given to the Class, and the Court having reviewed and
9 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
10 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
11 had herein, and the absence of any written objections received regarding the Settlement, and having
12 reviewed the record in this action, and good cause appearing therefor,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the
17 Settlement Class Members, and Defendants La Tavola, LLC (“Defendants,” and together with
18 Plaintiffs, the “Parties”).

19 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
22 Agreement, attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs’ Motion for Final
23 Approval of Class Action Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
26 enhancement as set forth below.

27 5. Plaintiffs and all Eligible Class Members shall have, by operation of this Final Order
28 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants from all

Released Claims as defined in the Settlement.

6. The term “Released Claims,” as applied by Eligible Class Members, shall mean any and all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages; minimum wages; regular wages; overtime and double wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; failure to maintain accurate records; and PAGA penalties during the Class Period. Regardless of whether Class Members opt-out of the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all Class Members, as detailed herein.

7. Upon final approval of the Settlement by the Court, Eligible Class Members will release the aforementioned claims against all Released Parties.

8. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

9. Solely for purposes of effectuating the Settlement, the Court finally certified the following Class – all of Defendants’ current and former non-exempt employees in the state of California during the Class Period.

10. No Class Member has objected to the terms of the Settlement.

11. No Class Member has requested exclusion from the Settlement.

12. The Notice provided to the Class conforms with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Eligible Class Members’ Net Settlement Payment are

1 fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments
2 to the Eligible Class Members in accordance with the terms of the Settlement.

3 14. Defendants shall pay a total of \$1,000,000.00 to resolve this litigation and to
4 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
5 payments.

6 15. From the Gross Settlement Amount, \$37,500.00 shall be paid to the California Labor
7 & Workforce Development Agency, representing 75% of the PAGA penalties awarded under the
8 terms of the Class Action and PAGA Settlement Agreement, pursuant to the PAGA.

9 16. From the Gross Settlement Amount, \$7,500.00 each shall be paid to Plaintiffs Ochoa,
10 Garcia, and Vega, and \$5,000.00 each shall be paid to Plaintiffs Moisen, Garcia Cervantes, and
11 Cervantes, for their services as class representatives and for their agreement to release claims.

12 17. From the Gross Settlement Amount, \$10,850.00 shall be paid to the Settlement
13 Administrator, ILYM Group, Inc. ("ILYM").

14 18. The Court hereby confirms Arrash T. Fattahi and Benjamin H. Haber of Wilshire Law
15 Firm, PLC as Class Counsel.

16 19. From the Gross Settlement Amount, Class Counsel is awarded \$333,333.33 for their
17 reasonable attorneys' fees and \$28,461.38 for their reasonable costs incurred in the action. The fees
18 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
19 the fees are reasonable in light of the benefit provided to the Class.

20 20. Without affecting the finality of this Order in any way, this Court retains continuing
21 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
22 to all Parties to this action, and their counsel of record.

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21. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. Cynthia P. Smith
Napa County Superior Court

PROOF OF SERVICE

Ochoa v. La Tavola, LLC, et al.
22CV000862

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Zeyra Ceballos, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 15707 Rockfield Blvd., Suite 250, Irvine, California 92618. My electronic service address is zeyra.ceballos@wilshirelawfirm.com.

On **December 30, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

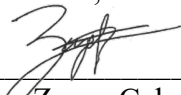
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Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Irvine, California, by e-mail delivery on the parties listed herein at their most recent known email 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 **December 30, 2024** at Irvine, California.



Zeyra Ceballos