

Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LORENA YEPEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

EAST LOS ANGELES REMARKABLE
CITIZEN'S ASSOCIATION, INC., a
Nonprofit Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 22STCV31819

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David S.
Cunningham III, Dept. 6]

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

FINAL APPROVAL HEARING

Date: September 9, 2025

Time: 10:00 a.m.

Dept.: 11

Complaint filed: September 29, 2022

Trial date: Not set

1 On or around January 30, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Lorena Yopez ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Alan Wilcox in Support of Plaintiff's Motion for Final Approval of Class Action
6 Settlement as **Exhibit 1**.

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

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

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

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant East Los Angeles Remarkable Citizen's Association, Inc.
17 ("Defendant," and together with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

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

26 5. All Participating Class Members, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators, successors, and
28 assigns, release Released Parties from any and all claims that were or reasonably could have been

1 alleged in the Operative Complaint that arose during the Class Period including the following
2 claims: (a) failure to pay minimum wages owed; (b) failure to pay all overtime wages owed; (c)
3 failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to
4 authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e)
5 failure to timely pay all wages due upon separation of employment; (f) failure to timely pay all
6 wages due during employment; (g) failure to issue accurate, itemized wage statements and
7 maintain payroll records; (h) failure to reimburse for necessary business expenses; (i) all claims
8 under California Business & Professions Code § 17200 for unfair business practices that could
9 have been premised on the facts, claims, causes of action or legal theories described above; (j)
10 violation of or claims under the following sections of the California Labor Code, sections 201, 202,
11 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; and (j)
12 violation of the California Industrial Wage Orders that could have been premised on the facts,
13 claims, causes of action or legal theories described above, as well as any potential penalties, interest
14 or attorneys' fees associated with all of such causes of action under California law. ("Released
15 Class Claims"). Except for Plaintiff's Release by Plaintiff and as set forth in Section 5.3 of the
16 Settlement Agreement, Participating Class Members do not release any other claims, including
17 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
18 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
19 on facts occurring outside the Class Period. "Class Period" means the period from September 29,
20 2018 to September 24, 2023.

21 6. All Aggrieved Employees, regardless of whether they are Participating Class
22 Members or Non-Participating Class Members, no behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release the Released Parties from all claims, demands, rights, liabilities and causes of action under
25 the California Labor Code Private Attorneys General Act that were alleged, or reasonably could
26 have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice
27 (including any amendments thereto) and ascertained in the course of the Action, arising during or
28 with respect to the PAGA Period ("Released PAGA Claims"). The foregoing release shall be

1 binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar buy res
2 judicata any claims under the PAGA brought by any person, including the Aggrieved Employees,
3 on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.
4 Except for Released Class Claims being released by Participating Class Members as set forth in
5 Section 5.2 of the Settlement Agreement, Aggrieved Employees do no release any other claims,
6 including the underlying wage-and-hour claims upon which the Released PAGA Claims are based
7 on. “PAGA Period” means the period from September 29, 2021 to September 24, 2023.

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

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

12 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
13 following Class – all current and former non-exempt, hourly paid employees who worked for
14 Defendant EAST LOS ANGELES REMARKABLE CITIZEN’S ASSOCIATION, INC., within
15 the State of California at any time during the Class Period.

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

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

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

23 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
24 methodology used to calculate and pay each Participating Class Member’s Net Settlement Payment
25 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
26 Payments to the Participating Class Members in accordance with the terms of the Settlement.

27 14. Defendant shall pay a total of \$250,000.00 to resolve this litigation and to separately
28 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

1 15. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff Lorena
2 Yepez, for her services as class representative and for her agreement to release claims.

3 16. From the Gross Settlement Amount, \$4,995.00 shall be paid to the Settlement
4 Administrator, ILYM Group, Inc.

5 17. The Court hereby confirms Alan Wilcox and Bradford Smith of Wilshire Law Firm,
6 PLC as Class Counsel.

7 18. From the Gross Settlement Amount, Class Counsel is awarded \$83,333.33 for their
8 reasonable attorneys' fees and \$19,103.02 for their reasonable costs incurred in the action. The fees
9 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
10 the fees are reasonable in light of the benefit provided to the Class.

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

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

16
17 **IT IS SO ORDERED.**

18
19 DATE:

Hon. David S. Cunningham III
Los Angeles County Superior Court

PROOF OF SERVICE

Yepez v. East Los Angeles Remarkable Citizen's Association, Inc., et al.
22STCV31819

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Coley Hayes, 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 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is coley.hayes@wilshirelawfirm.com.

On August 15, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S 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:

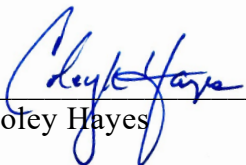
LANDEGGER VERANO, ALC
Marie Davis, Esq.
marie@landeggeresq.com
Alfred Landegger, Esq.
alfred@landeggeresq.com
Evelyn Zarraga, Esq.
evelyn@landeggeresq.com
15760 Ventura Boulevard, Suite 1200
Encino, CA 91436
Phone: (818) 986-7561
Fax: (818) 986-5147

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on August 15, 2025, at Los Angeles, California.


Coley Hayes