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JUSTIN LOPEZ, and all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

JUSTIN LOPEZ, on behalf of himself, all others similarly situated, the general public, and as an “aggrieved employee” on behalf of other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

EDWARD WALTER SUNSERI, a natural person doing business as Sunseri’s Bar and Beverage Catering; MICHAEL SERENO, a natural person; and DOES 1–50, inclusive,

Defendant(s).

Case No.: 22STCV37939

~~PROPOSED~~ FINAL ORDER AND JUDGMENT APPROVING CLASS SETTLEMENT

Hearing Information

Action filed: 12/5/2022

Hearing Date: 5/22/2025

Hearing Time: 10:00 a.m.

Hearing Dept: Dept. 14, The Honorable
Kenneth R. Freeman



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FILED
Superior Court of California
County of Los Angeles

05/22/2025

David W. Stoyko, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

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1 This matter came on for hearing on May 22, 2025, at 10:00 a.m. in Department Dept. 145
2 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action
3 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") filed
5 herewith which provides for a Gross Settlement Amount ("GSA") of \$375,000.00 in
6 compromise of all disputed claims on behalf of current and former hourly, non-exempt
7 employees employed by Defendants Edward Walter Sunseri and Michael Sereno (collectively
8 "Defendants") who worked in California during the Class Period. All capitalized terms used
9 herein shall have the same meaning as defined in the Settlement.

10 In accordance with the Court's prior ruling granting Preliminary Approval of Class
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and
12 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
13 received and considered the Settlement, the supporting papers filed by the Parties, and the
14 evidence and argument received by the Court in conjunction with the motions for preliminary
15 and final approval of the Settlement, the Court grants final approval of the Settlement and
16 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all
19 Parties to the Action, including all Class Members who did not request to be excluded from the
20 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
21 Class Action Settlement of October 17, 2024, the Court Approved Notice of Class Action
22 Settlement and Hearing Date for Final Court Approval ("Class Notice") was sent to each Class
23 Member by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
24 Settlement, their right to receive their proportional share of the Settlement, their right to request
25 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
26 person or by counsel at the final approval hearing and be heard regarding final approval of the
27 Settlement. Adequate periods of time were provided by each of these procedures. No member
28 of the Class presented written objections to the proposed Settlement as part of this notice



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1 process, stated an intention to appear, or actually appeared at the final approval hearing.

2 2. For purposes of this Settlement, the term “Class” means all persons employed by
3 Defendants in California and classified as an hourly, non-exempt employee who worked for
4 Defendants during the Class Period. Settlement, ¶ 1.5. The “Class Period” means the period of
5 time from December 06, 2018, through December 31, 2023. Settlement, ¶ 1.12.

6 3. The Court finds and determines that the notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding final approval of the Settlement based on the responses of Class Members. The Court
9 finds and determines that the notice provided in this case was the best notice practicable, which
10 satisfied the requirements of law and due process as to all persons entitled to such notice.

11 4. **Release by Plaintiff and Class Members.** Effective on the date when
12 Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes
13 owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and
14 Class Counsel will release claims against all Released Parties as follows:

15 Plaintiff’s Release. Plaintiff and his respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 release and discharge Released Parties from all claims, transactions, or occurrences that
18 occurred during the Class Period, including, but not limited to: (a) all claims that were, or
19 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint
20 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
21 contained in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the
22 Action and released under paragraph 6.2 of the Settlement. “Released Class Claims” specifically
23 means any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts,
24 liabilities, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy
25 in law, equity, or whatever kind of nature, arising from the claims pled in the Action and any
26 claims based on facts alleged in the operative complaint, including, all claims for unpaid
27 overtime, meal period violations, rest break violations, unpaid minimum wage, failure to pay all
28 wages during and at termination of employment, failure to provide accurate wage statements,



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1 failure to maintain accurate records, failure to reimburse necessary business expenses, and
2 unlawful business practices under the California Labor Code and/or the California Business and
3 Professions Code, including all claims for restitution or equitable relief, liquidated damages,
4 penalties of any nature whatsoever, attorneys' fees and costs, asserted or that might have been
5 asserted by any Class Member against the Released Parties based on the facts or claims alleged
6 in the Action during the Class Period. "Released Class Claims" also includes claims meeting
7 the above definition(s) under any and all applicable statutes, including without limitation
8 California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 1174,
9 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198; the California Unfair Competition Act, and in
10 particular, California Business and Professions Code §§ 17200 *et seq.* ("Plaintiff's Release").
11 Plaintiff's Release does not extend to any claims or actions to enforce the Settlement, or to any
12 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
13 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
14 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
15 addition to, the facts or law that Plaintiff now know or believe to be true but agrees, nonetheless,
16 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
17 different or additional facts or Plaintiff's discovery of them.

18 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
19 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
20 benefits, if any, of section 1542 of the California Civil Code, which reads:

21
22 A general release does not extend to claims that the creditor or releasing party does
23 not know or suspect to exist in his or her favor at the time of executing the release,
24 and that if known by him or her would have materially affected his or her settlement
25 with the debtor or Released Party.

26
27 Release by Participating Class Members Who Are Not Aggrieved Employees: All
28 Participating Class Members, on behalf of themselves and their respective former and present



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1 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
2 Released Parties from all claims stated in the Operative Complaint and those based solely upon
3 the facts alleged in the Operative Complaint. Except as set forth in Section 6.3 of the Settlement,
4 Participating Class Members do not release any other claims, including claims for vested
5 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
6 unemployment insurance, disability, social security, workers' compensation, or claims based on
7 facts occurring outside the Class Period.

8 5. The Court further finds and determines that the terms of the Settlement are fair,
9 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
10 provisions of the Settlement, including the release of claims contained therein, should be and
11 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
12 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
13 Period, all Class Members are hereby deemed to have waived and released all Released Claims
14 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
15 as fully set forth in the Settlement. No objections were received by the Parties or the Court
16 through the date of this Final Order and Judgment. The Court finds that no Class Members
17 submitted a request for exclusion from the Settlement as determined by the Administrator and
18 therefore are in the Settlement Class.

19 6. The Court finds and determines that (a) the Individual Class Payments to be paid
20 to Participating Class Members and (b) the \$3,000.00 payment to the LWDA for the PAGA
21 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,
22 California Labor Code sections 2699 *et seq.*, as provided for by the Settlement are fair and
23 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
24 be made to the Participating Class Members and to the California Labor & Workforce
25 Development Agency, in accordance with the terms of the Settlement.

26 7. The Court further grants final approval to and orders that the following payments
27 be made in accordance with the terms of the Settlement:

28 a. A Class Counsel Fees Payment in the amount of \$125,000.00 for



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1 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$15,851.43
2 to Class Counsel;

3 b. ^{7,500}~~\$15,000.00~~ as a Class Representative Service Payment payable to
4 Plaintiff Justin Lopez for his service as the class representative;

5 c. \$6,500.00 in Administrator's fees payable to Phoenix Class Action
6 Settlement Solutions, Inc. for its services as the Administrator;

7 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
8 LWDA; and

9 e. Employer-side payroll taxes (to be paid in addition to the Gross
10 Settlement Amount by Defendant.

11 8. The settlement administration shall proceed as directed in the Settlement, and no
12 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
13 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
14 of all matters relating to the interpretation, administration, implementation, effectuation and
15 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
16 of Court 3.769(h).

17 9. Within 30 calendar days of the Effective Date, Defendants shall deposit the
18 Settlement proceeds in an account designated by the Administrator: (i) the total amount of all
19 Individual Class Payments to Participating Class Members, (ii) the Court-approved Class
20 Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv) the
21 Court-approved costs of the Administrator, and (v) the payment to the LWDA. Defendants shall
22 also pay their share of the employer-side payroll taxes in addition to the GSA.

23 10. Defendants' payment of such sums shall be the sole financial obligation of
24 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
25 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs, and
26 expenses.

27 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
28 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement



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1 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Settlement
2 Administrator shall remit any amounts from Voided Settlement Checks and otherwise
3 unclaimed (the "Residue"), plus interest on the Residue at the legal rate of interest from the date
4 of entry of the initial judgement, to the California Unclaimed Property Fund.

5 12. The Parties shall file a final accounting report by noon on 02/25/2026 . A
6 nonappearance case review regarding submission of a final report is scheduled for
7 02/27/2026 at 4:00 p .m. in Department Dept. ~~14~~15.

8 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
9 the Parties' obligations under the Settlement or hereunder, including the requirement that
10 Defendants deposit funds for distribution by the Administrator to participating Class Members
11 in accordance with the Settlement.

12 14. The Court hereby enters final Judgment in this case in accordance with the terms
13 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
14 and this Final Order and Judgment.

15 15. The Parties are hereby ordered to comply with the terms of the Settlement.

16 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
17 provided by the Settlement and this Final Order and Judgment.

18 17. The Settlement is not an admission by Defendants nor is this Final Order and
19 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
20 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
21 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
22 and Judgment, Settlement, any document referred to herein, any exhibit to any document
23 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
24 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
25 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
26 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
27 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
28 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,



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1 and any other papers and records on file in the Action may be filed in this Court or in any other
2 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
4 the Released Class Claims and the Released PAGA Claims.

5 18. This document shall constitute a Judgment for purposes of California Rule of
6 Court 3.769(h).

7 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

8 Date: 05/22/2025



9 A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

10 The Honorable ~~Kenneth R. Freeman~~
11 Judge of the Superior Court
12 Timothy Patrick Dillon / Judge
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