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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

IVONNE GONZALES, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

OFFICIA IMAGING, INC. dba OFFICE1, a
Nevada corporation; ALTERNATIVE
BUSINESS EQUIPMENT, INC. dba
OFFICE1, a Nevada corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No. 37-2022-00041104-CU-OE-CTL

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF COUNSEL AWARD AND
SERVICE AWARD**

Date: August 29, 2025

Time: 9:00 a.m.

Judge: Hon. Michael T. Smyth

Dept.: C-67

F I L E D
San Diego Superior Court

SEP - 3 2025

Clerk of the Superior Court
By: H. Chavarin, Deputy

1 This matter came on for hearing on August 29, 2025, at 9:00 a.m., in front of the Hon. Michael
2 T. Smyth, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from JCL LAW FIRM, APC, and ZAKAY LAW GROUP, APLC, as counsel for plaintiff
5 IVONNE GONZALES (hereinafter "Plaintiff") and counsel from LITTLER MENDELSON, P.C.
6 appearing as counsel for Defendant Office Imaging, Inc. dba Office1 ("Office Imaging") and Defendant
7 Alternative Business Equipment, Inc. dba Office1 ("Alternative Business") (collectively,
8 "Defendants").

9 The Court, having received and carefully considering the Stipulation of Settlement of Class and
10 PAGA Action Claims and Release of Claims ("Agreement"), a true and correct copy of which is attached
11 to the Declaration of Jackland K Hom as Exhibit 1, the supporting papers filed by the Parties, the
12 evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary
13 Approval of Class Action Settlement heard on April 4, 2025, the instant Motion for Order Granting Final
14 Approval of Class and PAGA Action Settlement, the Court grants final approval of the Settlement and
15 HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

16 1. All capitalized terms used herein shall have the same meaning as defined in the
17 Agreement.

18 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
19 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
20 the Settlement, and of (a) their right to receive an Individual Settlement Payment, (b) their right to
21 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
22 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
23 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
24 by each of these procedures.

25 3. Following the conclusion of the response deadline, the Settlement Administrator reports
26 that it received *zero (0) written objections* to the Settlement and *one (1) written request for exclusion*
27 from the Settlement. The name of the Class Member who requested exclusion is Shawn Canfield.

28 4. The Court finds and determines that the notice procedure afforded adequate protections to

1 the Class and provides the basis for the Court to make an informed decision regarding approval of the
2 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
3 in this case was the best notice practicable, which satisfied the requirements of law and due process.

4 5. With respect to the Class and for purposes of approving this Settlement only, this Court
5 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
6 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
7 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
8 the claims of Class Representative, Ivonne Gonzales, are typical of the claims of the Class; (d) the Class
9 Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior
10 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record
11 for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, Shani Zakay,
12 Esq. of the Zakay Law Group, APLC, (hereinafter "Class Counsel"), are qualified to serve as counsel
13 for the Class Representative and the Class.

14 6. The Court has certified the Class for settlement purposes only, as that term is defined in
15 and by the terms of the Agreement as follows:

16 All hourly or non-exempt employees who are or previously were employed
17 by Defendants Officia Imaging, Inc. dba Officel and/or Alternative
18 Business Equipment, Inc. dba Office I and performed work in California
19 during the Class Period [October 12, 2018, to July 2, 2024].

20 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
21 3.765(a).

22 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
23 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
24 Action.

25 9. The Court hereby confirms plaintiff IVONNE GONZALES as the Class Representative
26 in this Action.

27 10. The Court finds and determines that the terms set forth in the Agreement are fair,
28 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having

1 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations
2 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
3 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
4 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
5 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
6 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
7 recognizes the significant value accorded to the Class.

8 11. The Court further finds and determines that the terms of the Settlement, including the
9 Gross Settlement Amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), are fair,
10 reasonable and adequate to the Class and to each member of the Class and that the Settlement is ordered
11 finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered
12 to be consummated. Except as set forth in the Agreement and this Order and Judgment, all members of
13 the Class shall take nothing in the Action.

14 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
15 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
16 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
17 Members under the Agreement.

18 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
19 § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
20 Attorneys General Act ("PAGA") on March 11, 2025.

21 14. The Court finds and determines that the Individual Settlement Payments to be paid to
22 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
23 grants final approval to and orders the payment of those amounts be made to the Settlement Class
24 Members in accordance with the Agreement.

25 15. The Court finds and determines that the LWDA Payment (75% of the PAGA Settlement)
26 of \$15,000.00 and the Aggrieved Employee Payment (25% of the PAGA Settlement) of \$5,000.00 in
27 this case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that
28 the payment of those amounts be paid in accordance with the Agreement.

1 16. The Court finds and determines that the fees and expenses in administering the Settlement
2 incurred by Apex Class Action LLC in the amount of \$4,890.00 are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

4 17. The Court finds and determines the Service Award in the amount of \$10,000.00 to the
5 Class Representative, IVONNE GONZALES, is fair and reasonable. The Court hereby orders the
6 Settlement Administrator to make this payment to the Class Representative in accordance with the terms
7 of the Agreement.

8 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
9 submitted by Class Counsel, the Court hereby awards an Attorneys' Fees payment in the amount of
10 \$133,333.33, representing one-third of the Gross Settlement Amount. The attorneys' fee portion of the
11 payment for Class Counsel Award shall be allocated as follows: 50% to the JCL Law Firm, APC, 50%
12 to the Zakay Law Group, APLC. Second the Court hereby awards \$24,682.96 for actually incurred
13 litigation expenses as evidenced by Class Counsels' billing records. The Settlement Administrator shall
14 allocate the expenses award according to Class Counsels' actually incurred litigation expenses as stated
15 and supported in their respective declarations filed in support of this motion. The Court finds such
16 amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
17 payments in accordance with the terms of the Agreement.

18 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
19 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
20 effectuation, and enforcement of this order and the Settlement.

21 20. Neither Defendants nor any related persons or entities shall have any further liability for
22 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
23 for by the Agreement.

24 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
25 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any
26 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
27 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
28 terms of the Agreement be construed as an admission or concession by or against Defendants or any

1 related person or entity.

2 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
3 the Settlement or under this order, including the requirement that Defendants make payments to the
4 Settlement Class Members in accordance with the Settlement.

5 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
6 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on April 7,
7 2025, and this order.

8 24. Upon the Funding Date, each Class Member who has not validly opted out has released
9 the "Released Class Claims" against Defendants and all the "Released Parties," as set forth in the
10 Agreement.

11 25. Plaintiff has generally released all claims as set forth in the Agreement.

12 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
13 this Court's Order awarding the payment of Attorneys' Fees and Expenses.

14 27. Upon completion of administration of the Settlement, the Settlement Administrator will
15 provide written certification of such completion to the Court and counsel for the Parties which shall be
16 filed with the Court five (5) court days before the non-appearance compliance hearing set for
17 (Feb 27), 2025⁶ at (1:30) P^m a.m., in Dept. C-67.

18 28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and
19 Motion for Final Approval of the Payment of the Attorneys' Fees and Expenses and the Service Award
20 are GRANTED.

21
22
23 IT IS SO ORDERED, ADJUDICATED AND DECREED

24
25 Date: September 3, 2025

Michael T. Smyth
JUDGE OF THE SUPERIOR COURT

MICHAEL T. SMYTH