

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 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**

RODOLFO PONCE, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons

Plaintiff,

v.

YOUBAR, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV37519

*Assigned for all purposes to:
Hon. Stuart M. Rice
Dept. 1*

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

FINAL APPROVAL HEARING

Date: September 19, 2025

Time: 10:30 a.m.

Dept: 1

1 This matter came on for hearing on September 19, 2025 at 10:30 a.m., in Department 1
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On January 28, 2025, this Court
4 issued an Amended Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Plaintiff Rodolfo Ponce ("Plaintiff") now seeks an order granting final
6 approval of the Amended Class Action and PAGA Settlement Agreement and Class Notice
7 ("Settlement"), a copy of which is attached to the Supplemental Declaration of Samantha A.
8 Smith in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement as
9 **Exhibit 1.**

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on January 28, 2025, and the instant Motion for
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Amended Order Granting Plaintiff's Motion for Preliminary Approval
16 of Class Action and PAGA Settlement, the Class Notice was sent to each Class Member by First
17 Class mail. These papers informed Class Members of the terms of the Settlement, their right to
18 receive an Individual Settlement Payment, and their right to: (a) comment on or object to the
19 Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute
20 the calculation of their Individual Settlement Payment; and (d) appear at the final approval hearing.
21 No Class Member has objected to the proposed Settlement, and no Class Member has requested
22 exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate protections
24 to Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines
26 that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.

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1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representative Rodolfo Ponce are typical of the claims
6 of the Class Members; (d) the Class Representative has fairly and adequately protected the interests
7 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
8 of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
9 Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all persons
11 employed by Defendant in California and classified as an hourly-paid and/or non-exempt employee
12 who worked for Defendant during the Class Period (from June 5, 2018 to July 31, 2024). The Court
13 deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
15 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff Rodolfo Ponce as the Class Representative.

17 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
19 found that the Settlement was reached as a result of informed and non-collusive arm's length
20 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
21 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
22 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
23 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
24 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
25 the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court hereby approves that Defendant shall pay a total of \$425,000.00 to resolve
27 this litigation.

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1 9. The Court finds and determines that the Individual Settlement Payments to be paid
2 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$20,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
7 Workforce Development Agency will receive 75% (\$15,000.00), and the remaining 25%
8 (\$5,000.00) will be distributed to Aggrieved Employees (defined as a person employed by
9 Defendant in California and classified as an hourly-paid and/or non-exempt employee who worked
10 for Defendant during the PAGA Period (January 6, 2022 to July 31, 2024). The Court hereby grants
11 final approval to and orders the payment of the amount in accordance with the Settlement.

12 11. From the Settlement Amount, the Court finds and determines the Class
13 Representative Service Payment of \$10,000.00 to the named Plaintiff is fair and reasonable. The
14 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
15 Plaintiff for her service as a class representative and for her agreement to release claims.

16 12. From the Settlement Amount, the Court finds and determines that the fees and
17 expenses in administering the Settlement incurred by Phoenix Settlement Administrators
18 (“Phoenix”) in the amount of \$8,000.00 are fair and reasonable. The Court hereby grants final
19 approval to and orders the payment of that amount in accordance with the Settlement.

20 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount
22 of \$425,000.00 and litigation costs in the amount of \$15,874.86. The Court hereby grants final
23 approval to and orders the payment of those amounts in accordance with the Settlement.

24 14. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

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1 15. Defendant YouBar, Inc. (“Defendant”) shall not have any further liability for costs,
2 expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided
3 for by the Settlement.

4 16. Neither the making of this Settlement nor the entry into the Settlement constitutes
5 an admission by Defendant, nor is this order a finding of the validity of any claims in this case or
6 of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
7 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
8 to carry out the terms of the Settlement be construed as an admission or concession by or against
9 Defendant.

10 17. Upon completion of administration of the Settlement, the Settlement Administrator
11 will provide written certification of such completion to the Court, which shall be filed with the
12 Court seven days before the non-appearance compliance hearing set for **September 18, 2026 at**
13 **10:30 a.m.**

14 18. The Court hereby enters final judgment in accordance with the terms of the
15 Settlement, the Amended Order Granting Plaintiff’s Motion for Preliminary Approval of Class
16 Action and PAGA Settlement, and this Order.

17 19. The Parties will bear their own costs and attorneys’ fees except as otherwise
18 provided by this Court’s Order awarding Class Counsel’s attorneys’ fees and litigation costs.

19 **IT IS SO ORDERED.**

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21 Dated: _____

Honorable Stuart M. Rice
Judge of the Superior Court