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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 ANDREA ALARCON and GEORGINA
16 NUNEZ, individuals, on behalf of themselves
and on behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 ZVLA, LLC, a California limited liability
20 company, and DOES 1 through 50, inclusive,

21 Defendants.

CASE NO.: **23STCV03865**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: May 8, 2026

Hearing Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept: SS-1

Date Filed: February 22, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiffs Andrea Alarcon and Georgina Nunez (“Plaintiffs”) for
2 an order finally approving the First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant ZVLA, LLC (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on May 8, 2026 before
5 the Honorable Theresa M. Traber.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand
16 Dollars and No Cents (\$500,000.00) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On October 30, 2025, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about January 28, 2026. Mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was March 30, 2026, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Steve Rottman, an experienced mediator of wage and
26 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

27 b. Plaintiffs and Class Counsel's investigation and discovery have been
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1 sufficient to allow the Court and counsel to act intelligently.

2 c. Counsel for all Parties are experienced in similar employment class action
3 and PAGA litigation. Class Counsel recommended approval of the Agreement.

4 d. The percentage of objectors and requests for exclusion is small. No
5 objections were received. No requests for exclusion were received.

6 e. The participation rate was high. 197 Participating Class Members will be
7 mailed a settlement payment, representing 100% of the overall Class.

8 9. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
10 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
11 Members' claims, given the uncertainties and significant risks of the litigation and the delays
12 which would ensue from continued prosecution of the action.

13 10. The Agreement is approved as fair, adequate and reasonable and in the best
14 interests of the Class Members.

15 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

16 11. An award of \$166,666 for attorneys' fees, representing one-third of the Gross
17 Settlement Amount, and \$23,409.23 for litigation costs and expenses, is reasonable, in light of the
18 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
19 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
20 lodestar and billing statement.

21 **Class Representative Service Payments**

22 12. The Agreement provides for a Class Representative Service Payments of not more
23 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
24 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
25 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
26 effort in bringing and prosecuting this matter on behalf of the Class.

27 **Administration Expenses Payment**

1 13. The Administrator shall calculate and administer the payment to be made to the
2 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
3 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
4 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
5 Administrator has documented \$8,400 in fees and expenses, and this amount is reasonable in light
6 of the work performed by the Administrator.

7 **PAGA Penalties**

8 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
9 of \$10,000.00, which shall be allocated \$7,500.00 to the Labor & Workforce Development
10 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
11 Agreement pursuant to the PAGA and \$2,500.00 to be distributed to the Aggrieved Employees
12 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
13 Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
14 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
15 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
16 Defendant ZVLA, LLC who were classified as non-exempt in the State of California during the
17 PAGA Period (January 6, 2022 to the October 8, 2024). Pursuant to Labor Code section 2699,
18 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
19 and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

23 15. The Class is certified for the purposes of settlement only. The Class is defined as
24 follows:

25 All individuals who are or previously were employed by Defendant ZVLA, LLC
26 who were classified as non-exempt in the State of California at any time during the
27 Class Period (February 22, 2019 through October 8, 2024).
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1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
6 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
7 the Administrator no later than 30 days after the Effective Date.

8 18. Class Counsel are awarded attorneys’ fees in the amount of \$166,666 and costs in
9 the amount of \$23,409.23. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiffs or members of the Class.

11 19. The payment of Class Representative Service Payments in the amount of \$10,000
12 each to the Plaintiffs is approved.

13 20. The payment of \$8,400 to the Administrator for its fees and expenses is approved.

14 21. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance
15 with the Agreement.

16 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
17 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
18 entry.

19 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

19 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiffs, and all members of the Class, shall take nothing in the Action.

21 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
22 provided in the Agreement and in this Final Approval Order and Judgment.

23 28. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiffs, Class Counsel, Participating Class Members, Aggrieved Employees and the
26 LWDA will release claims against all Released Parties, as follows:
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1 (a) All Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, release Released Parties from the Released Class Claims. The “Released Class
4 Claims” are all claims arising during the Class Period that were alleged, or reasonably could have
5 been alleged, based on the facts stated in the Operative Complaint, including, e.g., any and all
6 claims involving: (i) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
7 (ii) failure to pay minimum wages; (iii) failure to pay overtime wages; (iv) failure to provide
8 required meal periods; (v) failure to provide required rest periods; (vi) failure to provide accurate
9 itemized statements; (vii) failure to reimburse employees for required expenses; (viii) failure to
10 provide wages when due; and (ix) failure to pay sick pay wages. (collectively, the “Released Class
11 Claims”). This release shall apply to claims arising during the Class Period. Participating Class
12 Members do not release any other claims, including claims for vested benefits, wrongful
13 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers’ compensation, or claims based on facts occurring outside the
15 Class Period.

16 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
19 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
20 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the
21 PAGA Notice, including, e.g., any and all claims for PAGA penalties based on violations of
22 pleaded in the Operative Complaint which are (i) unfair competition in violation of Cal. Bus. &
23 Prof. Code §§ 17200, *et seq.*; (ii) failure to pay minimum wages; (iii) failure to pay overtime
24 wages; (iv) failure to provide required meal periods; (v) failure to provide required rest periods;
25 (vi) failure to provide accurate itemized statements; (vii) failure to reimburse employees for
26 required expenses; (viii) failure to provide wages when due; and (ix) failure to pay sick pay wages,
27 and violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226(a), 226.7, 227.3, 233, 246
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1 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
2 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1
3 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

4 (c) Plaintiffs and their respective former and present spouses, representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
6 Released Parties (which as defined above specifically includes Defendant), and each and all of
7 them, from the Plaintiffs' Release, as fully set forth in the Agreement.

8 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
9 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
10 Administrator shall transmit the funds represented by such checks to the California Controller's
11 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
12 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

13 30. The Court hereby enters judgment in the entire Action as of the filing date of this
14 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
15 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
16 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
17 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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20 Dated: _____

21 _____
22 HON. THERESA M. TRABER
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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