

Electronically Received 06/10/2026 10:30 AM

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Attorneys for Plaintiff Cesar Ibarra and the Class

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

CESAR IBARRA, individually, and on behalf of
other members of the general public similarly
situated and aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

LEUEN, INC. DBA THE ORIGINAL PANTRY
CAFÉ, a California corporation; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23STCV07182

Honorable Theresa M. Traber
Department 1

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: July 10, 2026
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: April 3, 2023
FAC Filed: October 29, 2025
Trial Date: Not Set

1 Plaintiff Cesar Ibarra's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **July 10, 2026 at 10:30 a.m.** before the Honorable Theresa M. Traber in
4 Department 1 of the above-captioned Court located at 312 North Spring Street, Los Angeles,
5 California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Cesar Ibarra), and the Settlement Administrator (Missy Carey on behalf of
11 Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with
12 the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto,
13 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Leuen, Inc. dba The Original Pantry Cafe ("Defendant") (together, with
17 Plaintiff, the "Parties"), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period." The "Class Period" is
21 defined as the period from April 3, 2019 through March 10, 2025.

22 3. The Court appoints Plaintiff Cesar Ibarra as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
25 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that no Class Members have validly and timely opted out of the Class
17 Settlement and no Settlement Class Members have objected to the Class Settlement.

18 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
20 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

21 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
22 to Class Counsel in the sum of \$50,000.00 and reimbursement of actual litigation costs and expenses
23 to Class Counsel in the sum of \$20,802.12. The attorneys' fees and reimbursement of litigation costs
24 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
25 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
26 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
27 obtained for the Class.

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1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,250.00 to Apex Class Action LLC for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$6,500.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that no later than five (5) business days after the Effective Date,
7 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
8 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
10 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
11 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
12 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
13 Settlement Administration Costs to itself.

14 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
16 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
17 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
18 Division in the name of the Settlement Class Member and/or PAGA Employee.

19 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
20 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of any and all claims which were
22 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
23 Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s
24 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
25 associated premium payments, timely pay wages upon termination, provide accurate wage statements,
26 and reimburse necessary business-related expenses in violation of California Labor Code Sections
27 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
28 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections

1 17200, *et seq.* (collectively, “Released Class Claims”).

2 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
3 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
4 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
5 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter
6 and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically
8 include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
9 meal and rest periods and associated premium payments, timely pay wages upon termination, provide
10 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
11 business-related expenses in violation of California Labor Code Sections 201, 202, 203, 226(a), 226.7,
12 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare
13 Commission Wage Order (collectively, “Released PAGA Claims”).

14 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
15 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
17 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
18 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
19 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
20 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
21 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
22 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
23 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
24 Any and all rights granted under any state or federal law or regulation limiting the effect of the
25 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
26 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY

1 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
2 PARTY.

3 19. “Released Parties” means Defendant and its current and former officers, directors,
4 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

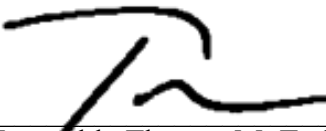
5 20. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
7 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

9 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
10 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
11 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

12 22. A Non-Appearance Case Review re: Final Report is set for
13 February 26, 2027 at 4:00 p.m. in Department 1 of this Court located at 312
14 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final
15 Report by five court days before the non-appearance review date.

16 **IT IS SO ORDERED.**

17 Dated: 07/10/2026



Honorable Theresa M. Traber

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, Lorena Bautista, certify and declare as follows:

4 I am over eighteen years of age and not a party to the within action; my business address is
5 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 10, 2026, I served a copy of
6 the following document(s):

7 • **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

8 On the interested parties as follows:

9 **Bent, Caryl & Kroll, LLP**

Jesse Caryl, Esq. (jcaryl@bcklegal.com)

10 6300 Wilshire Boulevard, Suite 1415

11 Los Angeles, CA 90048

Phone: (323) 315-0510

12 Fax: (323) 774-6021

13 Attorneys for Defendant Leuen, Inc. dba The Original Pantry Cafe

14 ☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be
15 sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable
16 time after the transmission, any electronic message or other indication that the transmission
was unsuccessful.

17 State of California, Labor & Workforce Development Agency

18 Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

19 ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the
20 California Labor and Workforce Development Agency through the online system established
21 for the submission of notices and documents, in conformity with California Labor Code
22 section 2699(I). I did not receive, within a reasonable time after the transmission, any
electronic message or other indication that the transmission was unsuccessful.

23 ☒ **STATE:**

24 I declare under penalty of perjury under the laws of the State of California that the above is
25 true and correct.

26 Executed on July 10, 2026 at Beverly Hills, California.

27 /s/ Lorena Bautista

28 Lorena Bautista