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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CRUZ

YVONNE LARKIN, as an individual and on behalf of all others similarly situated, and as a private attorney general,

Plaintiff,

vs.

PARK & KISS, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV00361

[Hon. Syda K. Cogliati, Department 5]

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

Date:	December 14, 2026
Time:	8:30 a.m.
Department:	5
Complaint Filed:	February 3, 2026

On or about November 16, 2026, Plaintiff, Yvonne Larkin, filed a motion for an Order Granting Final Approval of Class Action Settlement, and on December 14, 2026, a hearing was held on this matter.

The Court has considered the papers and evidence, including the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"), the arguments of counsel, and all other matters presented to the Court regarding final approval of the settlement, approval of requested allocations from the settlement fund, and entry of final judgment.

I. Recital

On February 3, 2026, Plaintiff, Yvonne Larkin, filed this class and Labor Code Private Attorneys General Act of 2004 ("PAGA") action against Defendant, Park & Kiss, Inc. The lawsuit alleges that Defendant failed to pay reporting time pay, to pay all tips, to pay wages for all hours worked, to pay all overtime wages due, to provide lawful meal periods and rest periods, to timely pay wages during employment and upon the separation of employment, to provide lawful wage statements, and to reimburse business expenses. Defendant denies the allegations.

A. Class Members

The Class is defined to include all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. The Class Period is from February 3, 2022, through May 22, 2026. With no opt outs from 142 Class Members, there are 142 individuals that comprise the Settlement Class.[1]

B. Operation of the Settlement

Pursuant to the Court's August 24, 2026 Preliminary Approval Order, the Court conditionally certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the

[1] There are also 66 PAGA Employees, who include all current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period. The PAGA Period is from September 22, 2024, through May 22, 2026.

Notice of Class Action Settlement ("Class Notice") was sent to all Class Members via first class mail. The notice process was timely completed.

II. Finding

This Court finds that the Agreement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

> [Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy … .

FED. R. CIV. PROC. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

III. Order

Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, Settlement Class Members, and Defendant.

3. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process under the State and Federal Constitutions.

4. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed to perform in accordance with the terms set forth in the Agreement.

5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Class of all current and former non-exempt employees who worked for Defendant in the State of California at any time between February 3, 2022, through May 22, 2026.

7. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and representative capacities and for the Class.

8. Within 10 days, Defendant shall deposit the Gross Settlement Amount of $120,000.00 with the Administrator, pursuant to the terms of the Agreement.

9. The Administrator shall pay from the Gross Settlement Amount:

- to Class Counsel attorneys' fees in the amount of $40,000.00 and reimbursement of costs in the amount of $11,936.05;
- to Class Representative Yvonne Larkin for consideration for her execution of a general release and for her unique services to the Class, the amount of $10,000.00;
- to the California Labor and Workforce Development Agency the amount of $7,800.00 for its 65% share of PAGA Penalties; and
- to Phoenix Settlement Administrators the amount of $6,500.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court hereby orders the parties to implement the terms of the Agreement, including payment of the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. A compliance hearing is set for [August 16, 2027], at 8:30 a.m. in Department 5 of this Court. At least 16 days prior to the compliance hearing, Plaintiff shall file a declaration from the Administrator establishing the status of distribution of settlement funds.

13. All Settlement Class Members shall be bound by the releases provided in the Agreement. The LWDA shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general release provided in the Agreement.

IV. Judgment

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2026

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THE HONORABLE SYDA K. COGLIATI