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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CRUZ**

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

15 Plaintiff,

16 vs.

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

18 Defendants.
19

Case No. 26CV00361

[Hon. Syda K. Cogliati, Department 5]

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 24, 2026
Time: 8:30 a.m.
Department: 5

Complaint Filed: February 3, 2026
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1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on or about July 27, 2026, and a hearing was held before this Court on August 24,
3 2026.

4 **I. RECITALS**

5 1. On February 3, 2026, Plaintiff, Yvonne Larkin, filed the original complaint initiating the
6 Action on behalf of a putative class of current and former non-exempt employees of Defendant, Park &
7 Kiss, Inc., in the State of California. The Action pursued class action claims and representative action
8 claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA") for Defendant's alleged
9 failure to pay reporting time pay, failure to pay all tips, failure to pay wages for all hours worked, failure
10 to pay all overtime wages due, failure to provide lawful meal periods and rest periods, untimely payment
11 of wages during employment and upon the separation of employment, failure to provide lawful wage
12 statements, and failure to reimburse business expenses.

13 2. Following a mediation on May 22, 2026, the Parties were able to agree to settlement
14 terms memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"),
15 which is attached as Exhibit 1 to the Declaration of Simon L. Yang.

16 **II. FINDINGS**

17 3. The Court conditionally certifies the following Class: all current and former non-exempt
18 employees who worked for Defendant in the State of California at any time from February 3, 2022,
19 through May 22, 2026. The Class Period is from February 3, 2022, through May 22, 2026.

20 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
21 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
22 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
23 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
24 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
25 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
26 also appears that investigation, research, and proceedings have been conducted so that counsel for the
27 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
28 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that

1 would be presented by the further prosecution of the action. It also appears that settlement has been
2 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

3 **III. ORDERS**

4 After considering the papers and evidence, arguments of counsel, and all other matters presented
5 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

6 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
7 Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and
8 reasonable to the Class.

9 6. The Court appoints and designates: (a) Plaintiff, Yvonne Larkin, as Class Representative,
10 and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and B. James Fitzpatrick of
11 Fitzpatrick & Swanston as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
12 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
13 Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
14 Member may enter an appearance through his or her own counsel at such Class Member’s own expense.
15 Any Class Member who does not appear on his or her own behalf will be represented by Class Counsel.

16 7. A final fairness hearing on the question of whether the proposed Agreement, the
17 allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the PAGA penalty
18 fund and payment to the Labor Workforce & Development Agency, and the General Release Payment
19 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for
20 **December 14, 2026, at 8:30 a.m.** in this Court.

21 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
22 (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
23 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
24 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
25 parties entitled thereto.

26 9. The Court appoints and designates Phoenix Settlement Administrators as the
27 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
28 Members using the procedures set forth in the Agreement.

1 10. Any Class Member may choose to opt out of and be excluded from the settlement as
2 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
3 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
4 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
5 signed by each such Class Member opting out and must otherwise comply with the requirements
6 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
7 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
8 Judgment.

9 11. Any Class Member may object to the Agreement or express his or her views regarding
10 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
11 issues to be heard and determined by the Court as provided in the Class Notice.

12 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
13 sixteen (16) court days before the final fairness hearing.

14 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
15 and all dates provided for in the Agreement without further notice to the Class. The Court retains
16 jurisdiction to consider all further applications arising out of or connected with the Agreement.

17 14. Should for whatever reason final approval is not granted, the fact that the Parties were
18 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
19 of whether a class should be certified in a non-settlement context.

20 **IT IS SO ORDERED.**

21 DATED: _____, 2026

THE HONORABLE SYDA K. COGLIATI