

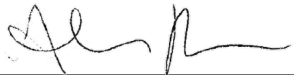
ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Alexandra Rose FIRM NAME: Blackstone Law, APC STREET ADDRESS: 8383 Wilshire Blvd., Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: arose@blackstonepc.com ATTORNEY FOR (name): Plaintiff EMMANUEL CALDERA SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Boulevard MAILING ADDRESS: 751 W. Santa Ana Boulevard CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center	STATE BAR NUMBER: 329407 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6355 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Emmanuel Caldera DEFENDANT/RESPONDENT: Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 30-2023-01310801-CU-OE-CXC

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): May 1, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 2, 2025

Alexandra Rose

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

 (SIGNATURE)

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Emmanuel Caldera and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EMMANUEL CALDERA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

ZEB'S WORLD FAMOUS BOATHOUSE INC.
DBA GOAT HILL TAVERN, a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2023-01310801-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

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

Date: April 25, 2025
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: March 7, 2023
FAC Filed: May 12, 2023
Trial Date: Not Set

1 Plaintiff Emmanuel Caldera’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
3 Administration Costs came before this Court on **April 25, 2025 at 10:00 a.m.** before the Honorable
4 Randall J. Sherman in Department CX105 of the above-captioned Court located at Civil Complex
5 Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 “Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
9 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
10 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
11 (Jonathan M. Genish), the Class Representative (Emmanuel Caldera), and the Settlement
12 Administrator (Madely Nava on behalf of Apex Class Action LLC), and the evidence and argument
13 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
14 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
15 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Zeb’s World Famous Boathouse, Inc. dba Goat Hill Tavern
18 (“Defendant”) (together, with Plaintiff, the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
22 defined as the period from March 7, 2019 through October 1, 2023.

23 3. The Court appoints Plaintiff Emmanuel Caldera as the Class Representative for
24 settlement purposes only.

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

27 ///

28 ///

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class
2 conforms with the requirements of California Code of Civil Procedure section 382, California Civil
3 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
4 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
5 circumstances, by providing individual notice to all Class Members who could be identified through
6 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
7 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
8 process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

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

20 8. The Court finds that Corey Burke has validly and timely opted out of the Class
21 Settlement and no Settlement Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
24 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

25 10. The Court approves the payments from the Gross Settlement Amount of attorneys’
26 fees to Class Counsel in the sum of \$133,333.33 and reimbursement of actual litigation costs and
27 expenses to Class Counsel in the sum of \$12,325.60. The attorneys’ fees and reimbursement of
28 litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the

1 fee award is determined based on a reasonable percentage of the common fund obtained for the
2 Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
3 actual benefit obtained for the Class.

4 11. The Court approves and orders payment from the Gross Settlement Amount in the
5 amount of \$6,900.00 to Apex Class Action LLC for performance of settlement administration
6 services.

7 12. The Court approves and orders payment in the amount of \$26,250.00 to the California
8 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
9 PAGA penalties.

10 13. It is hereby ordered that within seven (7) business days after the Effective Date,
11 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
12 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

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

23 16. Concurrently with the full funding of the Gross Settlement Amount, Plaintiff and all
24 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
25 compromised, relinquished, and discharged the Released Parties of any and all claims, debts,
26 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, or
27 causes of action which were alleged or which could have been alleged based on the factual
28 allegations in the Operative Complaint, arising during the Class Period, under any federal, state,

1 local, and/or or common law, and shall specifically include any and all claims by Plaintiff and all
2 Settlement Class Members for Defendant's alleged failure to pay overtime and minimum wages,
3 provide compliant meal and rest periods and associated premium payments, timely pay wages upon
4 termination, provide complaint wage statements, and reimburse necessary business-related expenses
5 in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197,
6 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, and all claims for
7 attorneys' fees and costs and statutory interest in connection therewith, or under California Business
8 and Professions Code sections 17200, *et seq.*, ~~and any other claims, including claims for statutory~~
9 ~~penalties, pertaining to the Class Members~~ (collectively, "Released Class Claims").

10 17. Concurrently with the full funding of the Gross Settlement Amount, Plaintiff, the
11 State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
12 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
13 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter,
14 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
15 California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related
16 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant
17 meal and rest periods and associated premium payments, timely pay wages during employment and
18 upon termination, provide complaint wage statements, maintain complete and accurate payroll
19 records, and reimburse necessary business-related expenses in violation of California Labor Code §§
20 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802,
21 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001
22 (collectively, "Released PAGA Claims").

23 18. Concurrently with the full funding of the Gross Settlement Amount, Plaintiff,
24 individually and on his own behalf, will be deemed to have fully, finally, and forever released,
25 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
26 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or
27 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
28 asserted or unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or

1 claimed to have or may have, including but not limited to any and all claims arising out of, relating
2 to, or resulting from his employment and/or separation of employment with the Released Parties,
3 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or
4 regulation or Executive Order relating to employment, including, but in no way limited to, any claim
5 under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the
6 Americans with Disabilities Act (“ADA”); the Family and Medical Leave Act (“FMLA”); the
7 Employee Retirement Income Security Act (“ERISA”); the California Family Rights Act (“CFRA”);
8 the California Fair Employment and Housing Act (“FEHA”); all claims for wages or penalties under
9 the Fair Labor Standards Act (“FLSA”); all claims for wages or penalties under the California Labor
10 Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public
11 policy, retaliation, or interference with legal rights; any and all other employment or discrimination
12 laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract
13 claims or claims of promissory estoppel. It is agreed that this is a general release and is to be
14 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
15 Paragraph expressly does not include a release of any claims that cannot be released hereunder by
16 law. Plaintiff understands and expressly agrees that the Settlement Agreement extends to claims that
17 he has against Defendant, of whatever nature and kind, known or unknown, suspected or
18 unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident
19 or event, occurring in whole or in part, on or before the execution of the Settlement Agreement. Any
20 and all rights granted under any state or federal law or regulation limiting the effect of the Settlement
21 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
22 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
24 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
25 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
26 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
27 OR RELEASED PARTY.

28 19. “Released Parties” means Defendant and its current and former officers, directors,

1 members, insurers, shareholders, subsidiaries affiliates, predecessors, successors, and assigns.

2 ///

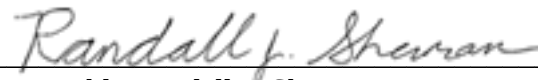
3 20. This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
5 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
6 the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

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

10 22. A Final Report Hearing is set for January 30, 2026 at 10:00 a.m. in Department
11 CX105 of this Court located at Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana,
12 California 92701. The Settlement Administrator shall file a Final Report by January 14, 2026.

13 **IT IS SO ORDERED.**

14
15 Dated: **May 1, 2025**



Honorable Randall J. Sherman
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I, Stephany Sinaguinan, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 2, 2025, I served a copy of
the following document:

5 **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

6 on the interested parties as follows:

7 Maryam Shokrai (maryam@claruspc.com)
8 Niosha Shakoori (niosha@claruspc.com)
9 **CLARUS PROFESSIONAL CORPORATION**
3419 Via Lido, No. 487
Newport Beach, California 92663
10 Tel: (949) 233-3151

11 *Attorneys for Defendant Zeb's World Famous Boathouse, Inc. dba Goat Hill Tavern*

12 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
13 electronically to the above referenced address via email from email address
14 *ssina@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1).
I did not receive any electronic message or other indication that the transmission was
15 unsuccessful.

16 State of California, Labor & Workforce Development Agency

Web URL:

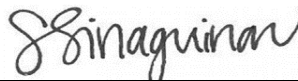
17 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

18 ☒ **BY ONLINE SUBMISSION:** The foregoing document was transmitted to the California
Labor and Workforce Development Agency through the online system established for the
19 submission of notices and documents, in conformity with California Labor Code section
2699(l). I did not receive any electronic message or other indication that the transmission was
20 unsuccessful.

21 ☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

22 ///

23 Executed on May 2, 2025 at Beverly Hills, California.

24 

25 Stephany Sinaguinan