

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Emmanuel Caldera
2. Title of the proposed order:
[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion for Final Approval of Class Action Settlement
 - b. Date and time: April 25, 2025 at 10:00 a.m.
 - c. Place: Civil Complex Center
Department CX105
751 W. Santa Ana Boulevard
Santa Ana, California 92701
4. The proposed order was served on the other parties in the case.

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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 Administration
3 Costs came before this Court on **April 25, 2025 at 10:00 a.m.** before the Honorable Randall J.
4 Sherman in Department CX105 of the above-captioned Court located at Civil Complex Center, 751
5 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 Administration
10 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Jonathan M.
11 Genish), the Class Representative (Emmanuel Caldera), and the Settlement Administrator (Madely
12 Nava on behalf of Apex Class Action LLC), and the evidence and argument received by the Court in
13 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
14 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
15 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.

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

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

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

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

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

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$133,333.33 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$12,325.60. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

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

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

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

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

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

21 16. Concurrently with the full funding of the Gross Settlement Amount, Plaintiff and all
22 Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties of any and all claims, debts,
24 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, or
25 causes of action which were alleged or which could have been alleged based on the factual allegations
26 in the Operative Complaint, arising during the Class Period, under any federal, state, local, and/or or
27 common law, and shall specifically include any and all claims by Plaintiff and all Settlement Class
28 Members for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant

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

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

21 18. Concurrently with the full funding of the Gross Settlement Amount, Plaintiff,
22 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
24 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
25 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
26 unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to
27 have or may have, including but not limited to any and all claims arising out of, relating to, or resulting
28 from his employment and/or separation of employment with the Released Parties, including any claims

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

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

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

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

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

8 22. A Final Report Hearing is set for _____ at _____
9 in Department CX105 of this Court located at Civil Complex Center, 751 W. Santa Ana Boulevard,
10 Santa Ana, California 92701. The Settlement Administrator shall file a Final Report by
11 _____.

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable Randall J. Sherman