

Raul Perez (SBN 174687)
 Raul.Perez@capstonelawyers.com
 Roxanna Tabatabaeepour (SBN 260187)
 Roxanna.Taba@capstonelawyers.com
 Ryan Tish (SBN 274284)
 Ryan.Tish@capstonelawyers.com
 Alexander Wallin (SBN 320420)
 Alexander.Wallin@capstonelawyers.com
 CAPSTONE LAW APC
 1875 Century Park East, Suite 1860
 Los Angeles, California 90067
 Telephone: (310) 556-4811
 Facsimile: (310) 943-0396

Attorneys for Plaintiff Jose Martin Gonzalez Castillo

(Additional Counsel Listed on the Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE MARTIN GONZALEZ CASTILLO,
 individually and on behalf of all aggrieved
 employees and the general public,

Plaintiff,

vs.

YUEH MEI TUCEY AKA NORA TUCEY, an
 individual; YUEH MEI TUCEY AKA NORA
 TUCEY as the Executor of the Estate of Jack
 Arthur Tucey; YUEH MEI TUCEY AKA
 NORA TUCEY as Trustee of the Tucey Trust;
 EL GALLEON RESTAURANT, INC., a
 California Corporation; MI CASITA
 AUTHENTIC MEXICAN RESTAURANT,
 INC, a California Corporation; ANTONIO'S
 PIZZERIA & CABARET, INC, a California
 Corporation; ORIGINAL ANTONIO'S
 PIZZERIA, INC., a California Corporation;
 FOOD BROKERS INTERNATIONAL, INC.,
 dba Hotel Catalina, dba Catalina Courtyard
 Hotel dba Courtyard Garden Suites, a Nevada
 Corporation; ORIGINAL JACK'S
 RESTAURANT AND BAKERY, INC., a
 California Corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 24STCV16559

Assigned to the Hon. Laura A. Seigle

**~~PROPOSED~~ ORDER GRANTING MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT AND
 MOTION FOR ATTORNEYS' FEES, COSTS,
 AND CLASS REPRESENTATIVE
 ENHANCEMENTS PAYMENT AND
 JUDGMENT**

Date: May 27, 2026
 Time: 9:00 a.m.
 Place: Department 17

Complaint Filed: July 2, 2024
 Trial Date: None Set

FILED
 Superior Court of California
 County of Los Angeles

05/27/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 Mary Tanagho Ross (SBN 280657)
MRoss@bettzedek.org
2 Matthew Eric DeCarolis (SBN 238595)
MDeCarolis@bettzedek.org
3 Yvonne Garcia Medrano (SBN 285468)
YMedrano@bettzedek.org
4 BET TZEDEK LEGAL SERVICES
3250 Wilshire Blvd. 13th Floor
5 Los Angeles, CA 90010
Telephone: (323) 939-0506
6 Facsimile: (213) 471-4568

7 Attorneys for Plaintiff Jose Martin Gonzalez Castillo
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8

6
7
8

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the \$1,050,000 settlement as set forth in the
12 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,
13 adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all
14 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that
15 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks
16 if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery
17 provided by the settlement in light of the challenges posed by continued litigation, the Court concludes
18 that the settlement provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. Final approval shall be with respect to: All non-exempt, hourly employees who were
26 employed by Defendants in the State of California at any time during the period from July 2, 2020
27 through March 8, 2024.

28 11. Plaintiffs Jose Martin Gonzalez Castillo and Roberto Rivas Tejeda are adequate and

1 suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The
2 Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
3 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
4 the Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 ~~\$10,000~~ ^{\$7,500}, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
7 all claims arising out of their employment with Defendants.

8 13. The Court finds that the attorneys at Capstone Law APC and Bet Tzedek Legal Services
9 have the requisite qualifications, experience, and skill to protect and advance the interests of the
10 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
11 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Bet Tzedek
12 Legal Services as counsel for the Settlement Class.

13 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be paid to PAGA
16 Members.

17 15. The Court hereby awards \$350,000 in attorneys' fees and \$21,209.52 in costs and
18 expenses to Capstone Law APC and Bet Tzedek. The Court finds that the requested award of attorneys'
19 fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund
20 created by the settlement. The award of attorneys' fees and costs will be divided as follows: (a)
21 \$178,500.00 in attorneys' fees and \$18,767.74 in litigation costs to Capstone Law APC; and (ii)
22 \$171,500.00 in attorneys' fees and \$2,441.78 in litigation costs to Bet Tzedek.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$6,250 to ILYM Group, Inc.

25 17. All Class Members were given a full and fair opportunity to participate in the Approval
26 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
27 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
28 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date,
2 these Participating Class Members have released and forever discharged the Released Parties for any and
3 all Released Class Claims during the Class Period:

4 All claims that were alleged, or reasonably could have been alleged, based on the
5 Class Period facts pleaded in the First Amended Complaint. Participating Class
6 Members do not release any other claims, including claims for vested benefits,
7 wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation or
9 claims based on facts occurring outside the Class Period.

10 18. Additionally, upon the Funding Date, all PAGA Members and the LWDA have released
11 and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA
12 Period: All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
13 on the PAGA Period facts pleaded in Plaintiffs' PAGA Notices.

14 19. Judgment in this matter is entered in accordance with the above findings.

15 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
16 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
17 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
18 the terms of the Judgment entered herein.

19 21. Plaintiffs shall give notice of this Order and Judgment to Class Members, pursuant to
20 rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on
21 the Settlement Administrator's website.

22 22. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
23 completion of settlement administration activities no later than February 23, 2027. The Court sets a non-
24 appearance compliance hearing for 3/02/2027 at 8:30 a.m., at which time the Court will consider
25 evidence that the distribution process is complete and that a final accounting may be approved.

26 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

27 Dated: 05/27/2026



28 *Laura A. Seigle*
Hon. Laura A. Seigle
Los Angeles County Superior Court Judge
Laura A. Seigle / Judge

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

On **May 4, 2026**, I served the document described as: **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENTS PAYMENT AND JUDGMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Attorneys for Defendant(s)
YUEH MEI TUCEY AKA NORA TUCEY,
an Individual, Executor of the Estate of Jack
Arthur Tucey, and Trustee of the Tucey
Trust, ANTONIO'S PIZZERIA &
CABARET, INC, ORIGINAL ANTONIO'S
PIZZERIA, INC., FOOD BROKERS
INTERNATIONAL, INC., and ORIGINAL
JACK'S RESTAURANT AND BAKERY,
INC.

Registered Agent for Defendant(s)
EL GALLEON RESTAURANT, INC. and
MI CASITA AUTHENTIC MEXICAN
RESTAURANT, INC

Attorneys for Plaintiff and Proposed Class

28

1 **[X] BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
2 electronically via One Legal eService and Case Anywhere to the individuals listed
3 above, as they exist on that database. This will constitute service of the document(s).

4 I declare under penalty of perjury under the laws of the State of California that the foregoing is
5 true and correct. Executed on **May 4, 2026**, at Los Angeles, California.

6 Julia Urquizo

7 Type/Print Name

8 *Julia Urquizo*

9 Signature