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

JESSICA LOPEZ, individually, on behalf of
all others similarly situated,

Plaintiff,

v.

LECANGS LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV030348

[Assigned for all purposes to: Hon. Patrick
McKinney, Dept. 18]

Complaint filed: March 30, 2023
FAC filed: October 24, 2023
SAC filed: October 21, 2024
Trial date: Not set

CLASS & PAGA ACTION

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Reservation No.: A-30348-001

FINAL APPROVAL HEARING

Date: August 26, 2026
Time: 1:30 p.m.
Dept.: 18

On or about February 4, 2026, this Court issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and PAGA Settlement. Plaintiff Jessica Lopez (the “Plaintiff” or “Class Representative”) now seeks an order granting final approval of the Amended Class Action and PAGA Settlement Agreement and Class Notice (the “Agreement”) for the amount of \$290,000.00 (the “Gross Settlement Amount”) between Plaintiff and Lecangs LLC (“Defendant,” and together with Plaintiff the “Parties”). A true and correct copy of the Agreement is attached to the Declaration of Giancarlo Recinos in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Recinos Declaration”) as **Exhibit 1** submitted concurrently with Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Motion”).

Due and adequate notice having been given to the Class (as defined below), and the Court having reviewed and considered the Agreement, the Motion, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Agreement, and having reviewed the record in this action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Agreement filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class Members, Defendant, and ILYM Group, Inc. (the “Administrator”).

3. Class Period: The term “Class Period” means the period from November 1, 2020, to August 5, 2024.

4. PAGA Period: The term “PAGA Period” means the period from March 30, 2022, to August 5, 2024.

5. Class and Class Member: Solely for purposes of effectuating the Agreement, the Court certifies the following Class: all persons who worked for Defendant in California as a non-exempt or hourly paid employee and/or who worked for Defendant and any staffing agency, including Lobos Staffing, Inc., SupremeHR Service, LLC, Workforce Enterprises, Inc., and Precise Personnel, LLC, as a non-exempt or hourly-paid joint employee at any time during the Class Period

(each “Class Member(s)” and collectively the “Class”), with each such person who does not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Agreement to be deemed a “Participating Class Member.”

6. Aggrieved Employee: The term “Aggrieved Employee” means all persons who worked for Defendant in California as a non-exempt or hourly-paid employee and/or who worked for any staffing agencies including Lobos Staffing, Inc., SupremeHR Service, LLC, Workforce Enterprises, Inc., and Precise Personnel, LLC and were assigned to work for Defendant as a non-exempt or hourly-paid joint employee during the PAGA Period.

7. Released Parties: The term “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

8. Released By Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations that were alleged or could have been alleged in the Second Amended Complaint including but not limited to claims for: (1) failure to timely pay all wages earned for all hours worked during employment including minimum, straight, and overtime wages; (2) failure to provide meal periods or additional pay in lieu thereof; (3) failure to provide legally required rest breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay all owed wages at the end of employment; (5) failure to maintain and/or provide legally required records including accurate wage statements, payroll records, and time records; (6) failure to reimburse necessary business expenses; and (7) alleged violations of California Labor Code sections 200-204, 210, 221, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197, 1197.1, 1198, 1199, 510, 512, 516, 558, 558.1, 2100-2112, 2800-2802, 2810.3, 2810.5, 2698 et seq., California Code of Regulations Title 8, Section 3395, Business and Professions Code Sec. 17200 et seq., and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 (collectively, the “Class

Released Claims”) Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

9. Release of PAGA Claims by Plaintiff on Behalf of the State: Plaintiff, acting in her representative capacity as the authorized proxy of the California Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code section 2699, releases on behalf of the State of California all claims for civil penalties for violations of the law allegedly experienced by the Aggrieved Employees under the Private Attorneys General Act (“PAGA”) that were alleged in, or arise from the facts and theories set forth in, the PAGA notices submitted to the LWDA on April 13, 2023 and August 5, 2025, and any amended PAGA notice thereafter provided. The PAGA Released Claims include but are not limited to penalties for: (1) failure to timely pay all wages earned for all hours worked during employment including minimum, straight, and overtime wages; (2) failure to provide meal periods or additional pay in lieu thereof; (3) failure to provide legally required rest breaks and/or recovery periods or additional pay in lieu thereof; (4) failure to pay all owed wages at the end of employment; (5) failure to maintain and/or provide legally required records including accurate wage statements, payroll records, and time records; (6) failure to reimburse necessary business expenses; and (7) alleged violations of California Labor Code sections 200-204, 210, 221, 223, 225, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 1174, 1174.5, 1182.12, 1194, 194.2, 1197, 1197.1, 1198, 1199, 510, 512, 516, 558, 558.1, 2100-2112, 2800-2802, 2810.3, 2810.5, 2698 *et seq.*, California Code of Regulations Title 8, Section 3395, Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, 14, and 20 (the “Released PAGA Claims”). For the avoidance of doubt, this release is made solely by Plaintiff in her representative capacity on behalf of the LWDA, and means that all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant for all claims for civil penalties under PAGA that were alleged in, or arise

1 from the facts and theories set forth in, the PAGA notices submitted to the LWDA on April 13,
2 2023 and August 5, 2025, and any amended PAGA notice thereafter provided. No individual
3 Aggrieved Employee releases any PAGA claims in his or her individual capacity. The Released
4 PAGA Claims are limited to the PAGA Period.

5 10. Class Counsel: The Court hereby approves Benjamin H. Haber, Daniel J. Kramer
6 and Giancarlo Recinos of Wilshire Law Firm, PLC as “Class Counsel.”

7 11. The Court finds that the Agreement appears to be fair, just, adequate, and reasonable
8 and therefore meets the requirements for final approval. The Court grants final approval of the
9 Agreement and the Class based upon the terms set forth in the Agreement.

10 12. The Court finds that the Agreement appears to have been made and entered into in
11 good faith and hereby approves the Agreement payments as set forth below.

12 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
13 otherwise provided for in the Agreement and approved by the Court.

14 14. No Class Member has objected to the terms of the Agreement.

15 15. No Class Member has requested exclusion from the Agreement.

16 16. The notice that the Administrator provided to the Class (the “Class Notice”)
17 conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and
18 constituted the best notice practicable under the circumstances, by providing individual notice to all
19 Class Members who could be identified through reasonable effort, and by providing due and
20 adequate notice of the proceedings and of the matters set forth therein to the Class Members. The
21 Class Notice provided to the Class fully satisfied the requirements of due process.

22 17. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
23 defined in the Agreement), and the methodology used to calculate and pay each Participating Class
24 Member’s Individual Class Payment (as defined in the Agreement) are fair, just, reasonable and
25 adequate. The Court authorizes the Administrator to pay the Net Settlement Payments to the
26 Participating Class Members in accordance with the terms of the Agreement.

27 18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
28 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class

1 Payments.

2 19. The following amounts shall be paid in accordance with the terms of the Agreement:

3 <u>Gross Settlement Amount</u> (Paid by Defendant to the Administrator):	\$290,000.00
4	(plus employer taxes)
5 <u>Class Counsel Fees Payment</u> (Paid from the Gross Settlement	\$96,666.67
6 Amount to Class Counsel):	
7 <u>Class Counsel Litigation Expenses Payment</u> (Paid from the Gross	\$28,027.21
8 Settlement Amount to Class Counsel):	
9 <u>Class Representative Service Payment</u> (Paid from the Gross	\$10,000.00
10 Settlement Amount to Plaintiff):	
11 <u>Administration Expenses Payment</u> (Paid from the Gross Settlement	\$9,850.00
12 Amount to the Administrator):	
13 <u>LWDA PAGA Payment</u> (Paid from the Gross Settlement Amount to	\$15,000.00
14 the LWDA):	(75% of PAGA Penalties)
15 <u>Individual PAGA Payment</u> (Paid from the Gross Settlement Amount	\$5,000.00
16 to the Aggrieved Employees):	(25% of PAGA Penalties)
17 <u>Estimated Net Settlement Amount</u> (The amount remaining from the	\$125,456.12
18 Gross Settlement Amount after deducting the above amounts):	

19 20. In accordance with the terms of the Agreement, the Court orders that the Parties
20 comply with the following payment and Agreement implementation schedule:

21 <u>Effective Date:</u>	“the date by when both of the following have
22	occurred: (a) the Court enters a Judgment on its
23	Order Granting Final Approval of the
24	Settlement; and (b) the Judgment is final. The
25	Judgment is final as of the latest of the following
26	occurrences: (a) if no Participating Class
27	Member objects to the Settlement, the day the
28	

	Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.” (Settlement, ¶ 1.18.)
<u>Funding of the Gross Settlement Amount and Taxes (Paid by Defendant to the Administrator):</u>	No later than 14 days after the Effective Date
<u>Payments Distributed</u> (By the Administrator, to Class Members, Class Counsel, the LWDA, and the Administrator):	Within 14 days after Defendant fully funds the Gross Settlement Amount and any taxes due
<u>Settlement Checks Void Date:</u>	180 days after mailing
<u>Distribution Compliance Hearing:</u>	_____ at _____ in the above-listed Court and Department

21. Without affecting the finality of this Order in any way, and in accordance with Code of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Agreement with respect to all Parties, Class Counsel, Defendant’s counsel, and the Administrator.

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22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23. _____

IT IS SO ORDERED.

DATE:

Honorable Patrick McKinney
Alameda County Superior Court