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County of Santa Clara
23CV415616
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

RUSSEL NERA SORILLO, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

PLENUS, INC. dba YAYOI, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23CV415616
Assigned to: Hon. Theodore C. Zayner,
Dept. 19
Complaint Filed: April 28, 2023
Trial Date: Not set.

CLASS AND PAGA
REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: September 17, 2025
Time: 1:30 p.m.
Dept.: 19

On or around March 28, 2025, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff Russel Nera Sorillo ("Plaintiff") now seeks an order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the Declaration of Tyler J. Woods in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

Due and adequate notice having been given to the Class, and the Court having reviewed

1 and considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of
2 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
3 proceedings had herein, and the absence of any written objections received regarding the
4 Settlement, and having reviewed the record in this action, and good cause appearing therefor,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

6 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
7 Settlement filed in this case.

8 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
9 Settlement Class Members, and Defendant Plenus, Inc. dba Yayoi ("Defendant," and together
10 with Plaintiff, the "Parties").

11 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
12 reasonable and therefore meets the requirements for final approval. The Court grants final
13 approval of the Settlement and the Settlement Class based upon the terms set forth in the
14 Settlement Agreement, attached to the Declaration of Tyler J. Woods in Support of Plaintiff's
15 Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

16 4. The Court finds that the Settlement appears to have been made and entered into in
17 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
18 enhancement as set forth below.

19 5. All Participating Class Members, on behalf of themselves and their respective
20 former and present representatives, agents, attorneys, heirs, administrators, successors, and
21 assigns, release Released Parties from all claims that were alleged, or reasonably could have
22 been alleged, based on the Class Period facts stated in the Action, including, any and all claims
23 involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§ 204,
24 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§ 226.7,
25 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all wages
26 due at separation (Cal. Lab. Code §§ 201-203), failure to reimburse business expenses (Cal. Lab.
27 Code § 2802), and violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et
28 seq.). The Released Claims include all claims, rights, demands, liabilities, causes of action, and

1 theories of liability of every nature and description, whether known or unknown, that were
2 alleged against Defendant and/or any of the Released Parties, or which could have been alleged
3 based on the facts pled against them in the written notice sent to the Labor & Workforce
4 Development Agency pursuant to California Labor Code§ 2699.3(a)(l) or the Complaints and/or
5 Amended Complaints in the Actions. These claims include claims for failure to pay wages for
6 all hours worked, including overtime pay, minimum wages, premium pay, failure to pay for
7 pre- or post-shift work, failure to pay for commute time, failure to pay wage guaranteed or
8 wages at the agreed upon rate and/or failure to calculate wages due at the applicable statutory
9 and/or regular rate of pay or compensation, failure to pay wages semi-monthly at designated
10 times, failure to pay all wages due upon termination, failure to pay waiting time penalties,
11 failure to provide and/or maintain copies of accurate itemized wage statements, failure to
12 maintain records of hours worked and/or accurate payroll records, and/or for penalties
13 (regardless of the recipient), failure to provide meal periods, failure to provide rest periods,
14 failure to reimburse necessary business expenses, damages, interest, costs or attorneys' fees,
15 and violations of any local, state or federal law, whether for economic damages, noneconomic
16 damages, liquidated, or punitive damages, restitution, tort, contract, equitable relief, injunctive
17 or declaratory relief, that occurred during the applicable Class Period and arising from the facts
18 that were alleged or could have been alleged in the written notice sent to the Labor & Workforce
19 Development Agency pursuant to California Labor Code§ 2699.3(a)(l) or the Operative
20 Complaints, including claims under any common laws, contract, Fair Labor Standards Act
21 ("FLSA"), the California Business & Professions Code Sections 17200, et seq. ("UCL"),
22 including claims asserted under the UCL predicated on violations of any state and/or federal
23 law, including the FLSA, Cal. Code of Regulations, Title 8, Sections 11000, et seq., Wage Order
24 4 or any other applicable Wage Order, the California Labor Code, and the California Private
25 Attorneys General Act of 2004, Labor Code Sections 2698, et seq. Notwithstanding the
26 foregoing, the Released Claims does not include vested benefits, unemployment insurance,
27 disability, social security, workers' compensation, class claims outside of the Class Period,
28 PAGA claims outside of the PAGA Period. Except as set forth in Section 5.3 of this Agreement,

1 Participating Class Members do not release any other claims, including claims for vested
2 benefits, wrongful termination, violation of the Fair Employment Housing Act, unemployment
3 insurance, disability, social security, workers' compensation, or claims based on facts occurring
4 outside the Class Period.

5 6. Upon final approval of the Settlement by the Court, Participating Class Members
6 will release the aforementioned claims against all Released Parties.

7 7. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 8. Solely for purposes of effectuating the Settlement, the Court finally certified the
10 following Class – all persons employed by Defendant in California and classified as non-exempt
11 employees who worked for Defendant during the Class Period [April 28, 2019, through March
12 28, 2025 (the date the Court granted preliminary approval of the Settlement)].

13 9. No Class Member has objected to the terms of the Settlement.

14 10. Only one (1) Class Member has requested exclusion from the Settlement, **Dan**
15 **Chan**. That person is hereby deemed a Non-Participating Class Member who is excluded from
16 the release of claims by Participating Class Members under the Settlement Agreement and is
17 excluded from receiving any payment they otherwise would have received as a Class Member.
18 However, as stated in the Settlement Agreement, Aggrieved Employees could not opt out of the
19 release of PAGA claims under the Settlement Agreement and therefore if the person who opted
20 out is an Aggrieved Employee, they will still release PAGA claims as stated in the Settlement
21 Agreement and will receive a portion of the amount designated to settle PAGA claims pursuant
22 to the terms of the Settlement Agreement.

23 11. The Notice provided to the Class conforms with the requirements of California
24 Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
25 circumstances, by providing individual notice to all Class Members who could be identified
26 through reasonable effort, and by providing due and adequate notice of the proceedings and of
27 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
28 due process.

1 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and
2 the methodology used to calculate and pay each Participating Class Member's Net Settlement
3 Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net
4 Settlement Payments to the Participating Class Members in accordance with the terms of the
5 Settlement.

6 13. Defendant shall pay a total of \$295,000.00 to resolve this litigation which is
7 inclusive of Defendant's share of payroll taxes owed on the Wage Portions of the individual class
8 payments.

9 14. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Russel
10 Nera Sorillo, for his services as class representative and for his agreement to release claims.

11 15. From the Gross Settlement Amount, \$8,450.00 shall be paid to the Settlement
12 Administrator, ILYM Group, Inc.

13 16. The Court hereby confirms Tyler J. Woods and Alan Wilcox of Wilshire Law
14 Firm, PLC as Class Counsel.

15 17. From the Gross Settlement Amount, Class Counsel is awarded \$98,333.33 for their
16 reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in the action. The
17 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
18 that the fees are reasonable in light of the benefit provided to the Class.

19 18. Without affecting the finality of this Order in any way, this Court retains
20 continuing jurisdiction over the implementation, interpretation, and enforcement of the
21 Settlement with respect to all Parties to this action, and their counsel of record.

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

25 20. A compliance hearing is set for May 20, 2026, at 2:30 p.m. in Department 19 of
26 the above-entitled Court.

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IT IS SO ORDERED.

DATE: September 30, 2025



Hon. Theodore C. Zayner
Judge of the Superior Court