

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for *Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MICHELLE MIRELES, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

THE CAJUN PUB, INC., a California
corporation; STAR CRAB, INC., a California
corporation; HONEY CRAB, INC., a California
corporation; OCEAN CRAB INC., a California
corporation; PANORAMA CRAB, a California
corporation; SEA CRAB LLC, a California
limited liability company; THE CAJUN
MANAGEMENT, INC., a California corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2312321

CLASS & REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. Joseph T. Ortiz
Dept. S-17

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

FINAL APPROVAL HEARING

Date: February 18, 2026
Time: 1:30 p.m.
Dept.: S-17

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 18 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

1 This matter came on for hearing on February 18, 2026 at 1:30 p.m., in Department S-17
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On October 8, 2025, this Court
4 issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
5 PAGA Settlement. Plaintiff Michelle Mireles ("Plaintiff") now seeks an order granting final
6 approval of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"),
7 a copy of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's
8 Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 1.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action and PAGA Settlement granted on October 8, 2025, and the instant Motion for
12 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
16 These papers informed Class Members of the terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate protections
22 to Class Members and provides the basis for the Court to make an informed decision regarding
23 approval of the Settlement based on the responses of the Class. The Court finds and determines
24 that the notice provided in this case was the best notice practicable, which satisfied the
25 requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this Court
27 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
28 joinder of all members is impracticable; (b) there are questions of law or fact common to the class

1 and a well-defined community of interest among members of the Class with respect to the subject
2 matter of the action; (c) the claims of Class Representative Michelle Mireles are typical of the
3 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
4 interests of the Class; (e) a class action is superior to other available methods for an efficient
5 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
6 to serve as Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined as all persons
8 employed by Cajun Pub in California and classified as an hourly paid, non-exempt employee
9 during the Class Period (from December 4, 2018 to July 2, 2024). The Court deems this definition
10 sufficient for purposes of California Rules of Court, Rule 3.765(a).

11 5. The Court hereby confirms John G. Yslas, Arrash T. Fattahi, Lisa B. Iturriaga, and
12 Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Michelle Mireles as the Class Representative.

14 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
15 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
16 found that the Settlement was reached as a result of informed and non-collusive arm's length
17 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
18 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
19 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
20 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
21 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
22 the Settlement and recognizes the significant value accorded to the Class.

23 8. The Court hereby approves that Defendant The Cajun Pub, Inc. ("Defendant") shall pay
24 a total of \$250,000.00 to resolve this litigation.

25 9. The Court finds and determines that the Individual Settlement Payments to be paid to
26 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
27 hereby gives final approval to and orders the payment of those amounts to be made to the
28 Settlement Class Members in accordance with the Settlement.

1 10. From the Settlement Amount, the Court finds and determines that payment of
2 \$10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
3 Workforce Development Agency will receive 75% (\$7,500.00), and the remaining 25%
4 (\$2,500.00) will be distributed to Aggrieved Employees (defined as a person employed by Cajun
5 Pub in California and classified as an hourly paid, non-exempt employee who worked for Cajun
6 Pub during the PAGA Period [May 31, 2022 to July 2, 2024]). The Court hereby grants final
7 approval to and orders the payment of the amount in accordance with the Settlement.

8 11. From the Settlement Amount, the Court finds and determines the Class Representative
9 Service Payment of \$10,000.00 to the named Plaintiff is fair and reasonable. The Court hereby
10 grants final approval to and orders the payment of that amount to be paid to the named Plaintiff for
11 her service as a class representative and for her agreement to release claims.

12 12. From the Settlement Amount, the Court finds and determines that the fees and
13 expenses in administering the Settlement incurred by Apex Class Action Administrators ("APEX")
14 in the amount of \$6,990.00 are fair and reasonable. The Court hereby grants final approval to and
15 orders the payment of that amount in accordance with the Settlement.

16 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
17 in the amount of \$83,333.33 and litigation costs in the amount of \$12,464.25. The Court hereby
18 grants final approval to and orders the payment of those amounts in accordance with the
19 Settlement.

20 14. Without affecting the finality of this Order or the entry of judgment in any way, this
21 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
22 administration, effectuation and enforcement of this order and the Settlement.

23 15. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
24 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

25 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
26 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
27 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
28 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken

1 to carry out the terms of the Settlement be construed as an admission or concession by or against
2 Defendant.

3 17. Upon completion of administration of the Settlement, the Settlement Administrator will
4 provide written certification of such completion to the Court, which shall be filed with the Court
5 seven (7) days before the non-appearance compliance hearing set for **February 18, 2027 at 2:30**
6 **p.m. M.**

7 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
8 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
9 Settlement, and this Order.

10 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
11 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

12 **IT IS SO ORDERED.**

13
14 Dated: Feb. 18, 2026

Joseph Ortiz
Honorable Joseph T. Ortiz
Judge of the Superior Court