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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT
SPRING STREET COURTHOUSE

ANGEL BRIONES,

Plaintiff,

v.

NOBU, L.A., LLC; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23STCV15949
Consolidated with No. 23STCV21803
CLASS AND PAGA ACTION
[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT

Assigned for all purposes:
Hon. Elaine Lu, Dept.: 9

Date: April 23, 2025
Time: 10:00 a.m.
Dept. 9

Complaint Filed: July 7, 2023
Trial Date: No Trial Date Set

1 **[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL**

2 WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement for final approval of
4 the Settlement between Plaintiff ANGEL BRIONES ("Plaintiff") and Defendant NOBU, L.A., LLC
5 ("Defendant") (collectively referred to as "the Parties") as set forth in the Amended Class Action and
6 PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") filed contemporaneously
7 herewith as Exhibit A to the Declaration of John A. Young in Support of Plaintiff's Motion for Final
8 Approval of Class Action Settlement, and the Court having considered all papers filed and the
9 proceedings had and otherwise being fully informed,

10 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
11 **ORDERS:**

12 1. This Order incorporates by reference the definitions in the Settlement Agreement and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to
15 this litigation, including the Plaintiff and Class Members.

16 3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator,
17 Phoenix Settlement Administrators ("Settlement Administrator"), mailed the Court Approved Notice of
18 Class Action Settlement and Hearing Date for Final Court Approval ("Notice") to all Class Members
19 known address by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of
20 the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice
21 further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class
22 Members' right to receive their share of the Settlement (if approved), of the scope and effect of the
23 Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and
24 objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file
25 documentation in support of or in opposition to the Settlement and to appear in connection with the Final
26 Approval Hearing. Class Members had adequate time to consider this information and to use the
27 procedures identified in the Notice. The Court finds and determines that this notice procedure afforded
28 adequate protections to Class Members and provides the basis for the Court to make an informed decision

1 regarding approval of the Settlement based on the responses of Class Members. The Court finds and
2 determines that the Notice provided in the Action was sufficient, which satisfied the requirements of law
3 and due process.

4 4. The Court finds that the Settlement offers significant monetary recovery to Class
5 Members and finds that such recovery is fair, adequate and reasonable when balanced against further
6 litigation related to liability, and damages issues. The Court further finds that the Parties have conducted
7 sufficient investigation, discovery, research and litigation such that Class Counsel and Defense Counsel
8 are able to reasonably evaluate their respective positions at this time. The Court finds that the proposed
9 Settlement, at this time, will avoid substantial additional costs by all Parties, as well as avoid the risks
10 and delay inherent to further prosecution of the Action. The Court further finds that the Parties reached
11 the Settlement as the result of intensive, serious and non-collusive, arms-length negotiations. Thus, the
12 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in
13 all respects, fair, adequate and reasonable and directs the Parties to effectuate the Settlement according
14 to its terms.

15 5. The Court hereby orders the Settlement Administrator to distribute the Individual
16 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance with the
17 provisions of the Settlement Agreement. The Individual Settlement Payment and Individual PAGA
18 Payment checks shall remain valid for a period of one hundred eighty (180) calendar days.

19 6. All Settlement Class Members, regardless of whether or not they cash their Individual
20 Class Payment check(s), will be bound by the releases detailed in this Settlement Agreement. Settlement
21 Class Members must cash or deposit their Individual Class Payment and Individual PAGA Payment
22 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any
23 checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement
24 Administrator will submit the amount of the uncashed or not deposited payments to California State
25 Controller as unclaimed property in the name of the Settlement Class Member who did not cash his or
26 her check.

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1 7. The Court finds that the Gross Settlement Amount (\$200,000.00), Net Settlement
2 Amount, and the methodology used to calculate and pay each Individual Class Payment and Individual
3 PAGA Payment, in accordance with the Settlement, are fair and reasonable.

4 8. For purposes of this Final Approval Order and this Settlement only, the Court hereby
5 confirms the appointment of the named Plaintiff as the class representative for the Class Members.
6 Further, the Court finally approves the Class Representative's Service Payment to Plaintiff, as fair and
7 reasonable, in the amount of five thousand dollars (\$5,000.00). The Court hereby orders the Settlement
8 Administrator to distribute the Class Representative's Service Payment to the Plaintiff in accordance with
9 the provisions of the Settlement.

10 9. The Court hereby approves the PAGA Allocation in the amount of ten thousand dollars
11 (\$10,000.00) of which 75% or seven thousand five hundred dollars (\$7,500.00) will be sent by the
12 Settlement Administrator to the Labor and Workforce Development Agency ("LWDA") and 25% or two
13 thousand five hundred dollars (\$2,500.00) will be distributed to the Aggrieved Employees in accordance
14 with the provisions of the Settlement.

15 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
16 confirms the appointment of Kevin Mahoney and John Young of Mahoney Law Group, APC as Class Counsel
17 for Class Members. Further, the Court finally approves a Class Counsel Fees and Costs Award, as fair
18 and reasonable, of sixty-six thousand six hundred sixty-seven dollars and sixty-seven cents (\$66,666.67)
19 for attorneys' fees to be distributed to Class Counsel.

20 12. Further the Court approves costs of fourteen thousand dollars (\$14,000.00). Class
21 Counsel's receipt of the Class Counsel Fees Payment shall fully satisfy all fees and litigation costs
22 incurred by Class Counsel that represented Plaintiff and Class Members in the Action. The Court hereby
23 orders the Settlement Administrator to distribute the Class Counsel Fees Payment to Class Counsel in
24 accordance with the provisions of the Settlement Agreement and this Order.

25 13. For purposes of this Final Approval Order and this Settlement only, the Court hereby
26 confirms the appointment of Phoenix Settlement Administrators as the Settlement Administrator to
27 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and
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1 further finally approves Administrator Expenses Payment, as fair and reasonable, of nine thousand dollars
2 (\$9,000.00).

3 14. The Court directs Defendant to fund all amounts due under the Settlement Agreement to
4 be funded no later than thirty (30) days after the Effective Date. Individual Class Payments will be mailed
5 via First-Class U.S. Mail to Class Members no later than fourteen (14) calendar days after the Gross
6 Settlement Amount is fully funded as set forth in the Settlement Agreement.

7 15. As of the Response Deadline, all Settlement Class Members who did not submit a timely
8 and valid Request for Exclusion shall be deemed to have released the Released Parties from all Released
9 Claims, as defined as:

10 All Participating Class Members, including both those who are and those who are not
11 Aggrieved Employees, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
13 Released Parties from all claims that were alleged, or reasonably could have been alleged,
14 based on the Class Period facts, legal theories, and/or claims stated in the Operative
15 Complaint and ascertained in the course of the Action, including any and all claims
16 involving any alleged (1) failure to pay wages including minimum wage and overtime;
17 (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to pay
18 wages due at separation of employment; (5) failure to reimburse for business
19 expenditures; (6) violation of Business and Professions Code section 17200 et seq. (unfair
20 competition law); and (7) failure to provide accurate wage statements;. Except as set forth
21 in Section 6.3 of this Agreement, Participating Class Members do not release any other
22 claims, including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security,
24 workers' compensation, or claims based on facts occurring outside the Class Period.

25 16. After Settlement administration has been completed in accordance with the Settlement
26 Agreement, the Parties shall file a report with this Court certifying compliance with the terms of the
27 Settlement.

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1 17. Neither this Final Approval Order, the Settlement Agreement, nor any document referred
2 to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be
3 used by Plaintiff as an admission by or against Defendant or any of the other Released Parties of any
4 fault, wrongdoing or liability whatsoever. Nor is this Final Approval Order a finding of the validity of
5 any claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties. The
6 entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related
7 thereto, shall not in any event be construed as an admission or concession with regard to the denials or
8 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence by
9 Plaintiff against Defendant or any of the Released Parties in any action or proceeding in any court,
10 administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions
11 of this Final Approval Order, the Settlement Agreement, or any related agreement or release.
12 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
13 proceeding this Final Approval Order, the Settlement Agreement, or any other papers and records on file
14 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral estoppel,
15 release, waiver or other theory of claim preclusion, issue preclusion or similar defense.

16 19. The Court hereby enters judgment, with prejudice, for the reasons set forth above, and in
17 accordance with the terms set forth in the Settlement Agreement.

18 20. Without affecting the finality of this Final Approval Order in any way, this Court hereby
19 retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
20 and all orders and judgments entered in connection therewith.

21 21. Plaintiffs shall submit a to the Court a report ~~on January 5, 2026, (or~~ by no later than August 24, 2026),
22 pursuant to Code of Civil Procedure section 384, subdivision (b), in the form of a declaration from the
23 Settlement Administrator or other declarant with personal knowledge of the facts. The report shall be in
24 the form of a declaration from the Settlement Administrator or other declarant with personal knowledge
25 of the facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed to
26 class members, (iii) the average amount of those checks, (iv) the number of checks that remained
27 uncashed and were redistributed,(v) the total value of those uncashed checks, (vi) the average amount of

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1 the uncashed checks, (vii) the nature and date of the disposition of those unclaimed funds, and (vii) other
2 amounts disbursed pursuant to the Settlement. The Court hereby sets a Non-Appeal Case Review
for August 31, 2026, 8:30 a.m., Department 9.

3 22. This document shall constitute a Judgment for purposes of California Rule of Court
4 3.769(h).

5 23. By June 23, 2025, Class Counsel must give notice to the class members pursuant to California
6 Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website
7 if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable,
pursuant to Labor Code §2699 (1)(3).

8 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

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10 04/23/2025



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Elaine Lu / Judge