

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 BRANDON PALMER, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 FIXINS SOUL KITCHEN, LOS ANGELES
15 LLC, a California limited liability company;
16 FIXINS SACRAMENTO, LLC, a California
17 limited liability company; SEVEN
18 MANAGEMENT, INC., a California
19 corporation; and DOES 1 through 50,

20 Defendants.

Case No.: 23STCV23987

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 15)

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Supporting
Declaration and [Proposed] Order)

DATE: April 13, 2026

TIME: 10:00 a.m.

DEPT: 15

Action Filed: October 2, 2023

Trial Date: None Set

1 The Motion of Plaintiff Brandon Palmer (“Plaintiff”) for Final Approval of Class Action
2 and PAGA Settlement, Class Representative Payment, and Attorney’s Fees and Costs (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
5 PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Joint Stipulation of Class and Representative Action
7 Settlement and Release of Claims (“Settlement” or “Agreement”)¹, and the documents and evidence
8 presented in support thereof, and recognizing the sharply disputed factual and legal issues involved
9 in this case, the risks of further prosecution, and the substantial benefits to be received by the Class
10 pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
11 reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the product
12 of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the
13 Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class: All hourly-paid, non-exempt employees who,
18 during the Class Period, have previously been or currently are employed in California by
19 Defendants Fixins Soul Kitchen, Los Angeles LLC; Fixins Sacramento, LLC; and Seven
20 Management, Inc., as hourly-paid, non-exempt employees. The Class Period means the period from
21 October 2, 2019 through January 5, 2025.

22 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
23 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Phoenix Settlement
24 Administrators as the Administrator.

25 4. Notice was provided to Class Members as set forth in the Settlement, which was
26 approved by the Court on December 9, 2025, and the notice process has been completed in
27

28 _____
¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
2 said notice was the best notice practicable under the circumstances, and that individual notice was
3 provided to all Class Members who could be identified through reasonable effort. The Class Notice
4 provided due and adequate notice of the proceedings and matters set forth therein.

5 5. The Court finds that no Class Member objected to the Settlement or opted out of the
6 Settlement, and that the 100% participation rate in the Settlement supports final approval.

7 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 orders the Parties to effectuate the Settlement according to its terms.

9 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
11 of law or fact common to the Class, and there is a well-defined community of interest among
12 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
13 Representative are typical of the claims of the Class; (d) the Class Representative has fairly and
14 adequately protected the interests of the Class; (e) a class action is superior to other available
15 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
16 serve as counsel for the Class Representative and the Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Judgment
18 and Order shall be considered final as of the date of entry.

19 9. The Court finds that the Settlement Shares and PAGA Payment Shares, as provided
20 for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute
21 the Settlement Shares and PAGA Payment Shares in conformity with the terms of the Settlement.

22 10. The Court orders Defendant to deposit the Maximum Settlement Amount of
23 \$500,000.00 and employer payroll taxes with the Administrator no later than 30 days after the
24 Effective Date.

25 11. The Court finds that a Class Representative Payment in the amount of \$7,500.00 to
26 the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this payment is
27 fair, reasonable, and adequate, and orders that the Administrator make this payment in conformity
28 with the terms of the Settlement.

1 12. The Court finds that attorney’s fees in the amount of \$166,650.00 and litigation costs
2 of \$18,884.40 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$12,950.00 from the Maximum
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$18,750.00 for its share of the settlement of Plaintiff’s
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after one 180 days after they are mailed shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
16 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

17 16. “Released Parties” means Defendants and their past, present and/or future, direct
18 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
19 attorneys, including but not limited to O’Hagan Meyer, insurers, partners, investors, shareholders,
20 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
21 assigns, and joint venturers.

22 17. As of the date on which Defendants fully fund the Maximum Settlement Amount and
23 Employer Payroll Tax, each Participating Class Member shall release the Released Parties from all
24 causes of action and claims that were alleged in the Action or reasonably could have been alleged
25 based on the facts and legal theories contained in the Action, including all of the following claims
26 for relief: (i) unpaid minimum wages; (ii) unpaid overtime; (iii) failure to provide meal periods; (iv)
27 failure to authorize and permit rest periods; (v) failure to provide compliant wage statements; (vi)
28 failure to timely pay wages upon termination; (vii) failure to reimburse necessary business

1 expenses; (viii) unfair business practices under California Business and Professions Code Sections
2 17200, et seq.; (ix) failure to permit inspection of employment records; (x) any claim for costs and
3 attorneys' fees and expenses; (xi) any claim arising from the claims described above under
4 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders
5 or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint
6 (the "Class Released Claims"). Participating Class Members who cash their checks are deemed to
7 have waived all Class Released Claims inclusive of claims under the Fair Labor Standards Act.
8 Participating Class Members who do not cash their checks shall be deemed to waive all Class
9 Released Claims except for a claim under the Fair Labor Standards Act. Class Released Claims for
10 Class Members who worked for Defendants in California during the Class Period shall have their
11 claims released during the Class Period.

12 18. As of the date on which Defendants fully fund the Maximum Settlement Amount and
13 Employer Payroll Tax, each PAGA Group Member shall release the Released Parties for claims for
14 civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the
15 Action and the LWDA Exhaustion Letter or reasonably could have been alleged based on the facts
16 and legal theories contained in the Action and the LWDA Exhaustion Letter including all of the
17 following claims for relief: (i) unpaid minimum wages; (ii) unpaid overtime; (iii) failure to provide
18 meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide compliant wage
19 statements; (vi) failure to timely pay wages upon termination; (vii) failure to reimburse necessary
20 business expenses; (viii) unfair business practices under California Business and Professions Code
21 Sections 17200, et seq.; (ix) failure to permit inspection of employment records; and (x) all claims
22 under the California Labor Code Private Attorneys General Act of 2004 that could have been
23 premised on the claims, causes of action or legal theories described above or any of the claims,
24 causes of action or legal theories of relief pleaded in the Action; (xi) any claim for costs and
25 attorneys' fees and expenses; and (xii) any claim arising from the claims described above under
26 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders
27 (collectively, the "PAGA Released Claims"). PAGA Released Claims for PAGA Group Members
28 who worked for Defendants in California during the PAGA Period shall have their claims released

1 during the PAGA Period.

2 a. "PAGA Period" means the period of time from August 30, 2022 through
3 January 5, 2025.

4 b. "PAGA Group Members" mean all hourly-paid, non-exempt employees who,
5 during the PAGA Period, have previously been or currently are employed in California by
6 Defendant.

7 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
8 notice of this final Judgment and Order to all Participating Class Members by posting on it the
9 Administrator's website.

10 20. This document shall constitute a final judgment pursuant to California Rule of Court
11 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
12 hearing, the court must make and enter judgment. The judgment must include a provision for the
13 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
14 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
15 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
16 Settlement, the Final Approval Order, and this Judgment.

17 21. The Court sets a Non-Appearance Compliance Hearing for _____ at
18 ____ a.m. in Department 15 of the above-entitled Court. Plaintiff shall file a Final Disbursement
19 Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

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

21
22 DATED: _____, 2026

23 Hon. Timothy Patrick Dillon
24 Judge of the Superior Court
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