

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

GOMEZ TRIAL ATTORNEYS, APLC

John Gomez (State Bar #171485)
Emilia Arutunian (State Bar #305824)
755 Front Street
San Diego, CA, 92101
Tel: (619) 773-0111
Fax: (619) 237-3496
Email: john@gomeztrialattorneys.com; mila@thegomezfirm.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

PAUL WILLIAMS, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ZOOLOGICAL SOCIETY OF SAN DIEGO,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2023-00043072-CU-OE-CTL**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: August 22, 2025
Hearing Time: 10:30 a.m.
[Hearing scheduled by Order dated April 1, 2025]

Judge: Hon. Richard S. Whitney
Dept.: 68

Date Action Filed: October 4, 2023
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 29, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: September 2, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiff

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On September 2, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the
10 following confirmed e-mail address(es):

11 Julie Vogelzang, Esq.
12 Lisa Hird Chung, Esq.
13 Celeste M. Leung, Esq.
14 SCHOR VOGELZANG & CHUNG LLP
2170 Fourth Avenue
San Diego, CA 92101
Email(s): Julie@svclegal.com; Lisa@svclegal.com; Celeste@scvlegal.com
Attorneys for Defendant

15 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
16 Labor Workforce Development Agency via online process at the PAGA Filing website in
17 accordance with the procedure imposed by the LWDA.

18 X (State): I declare under penalty of perjury under the laws of the State of California that the
19 above is true and correct.

20 Executed on September 2, 2025, at La Jolla, California.

21 By: /s/ Kyle Nordrehaug
22 Kyle R. Nordrehaug, Esq.

EXHIBIT #1

AUG 29 2025

Clerk of the Superior Court
By: R. Cersosimo, Deputy

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

PAUL WILLIAMS, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

ZOOLOGICAL SOCIETY OF SAN DIEGO,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2023-00043072-CU-OE-CTL

**FINAL APPROVAL ORDER
AND JUDGMENT**

Hearing Date: August 22, 2025

Hearing Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney
Dept.: 68

Date Action Filed: October 4, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Paul Williams ("Plaintiff") for an order finally approving the Class
2 Action and PAGA Settlement Agreement ("Agreement") with Defendant Zoological Society of
3 San Diego ("Defendant") and for an award of attorneys' fees and costs, service payment, and the
4 fees of the Administrator duly came on for hearing on August 22, 2025 before the Honorable
5 Richard S. Whitney.

6 I.

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Million Two Hundred
16 Thousand Dollars (\$5,200,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm's length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court's conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

25 5. On April 1, 2025, the Court granted preliminary approval of the Settlement. At this
26 same time, the Court approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about May 5, 2025.
3 Mailing of the Class Notice to their last known addresses was the best notice option under the
4 circumstances and was reasonably calculated to communicate actual notice of the litigation and
5 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
6 accurately informed the Class Members of all material elements of the proposed Settlement and of
7 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
8 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
9 laws of the State of California, the United States Constitution, due process and other applicable
10 law. The Class Notice fairly and adequately described the Settlement and provided Class
11 Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out of the Class or submitting written objections
13 to the Settlement was July 7, 2025, which was extended by 14 days for re-mailed Class Notices.
14 There was an adequate interval between mailing of the Class Notice and the response deadline to
15 permit Class Members to choose what to do and act on their decision. A full opportunity has been
16 afforded to the Participating Class Members to participate in this hearing, and all Participating
17 Class Members and other persons wishing to be heard have been heard. Class Members also have
18 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
19 Accordingly, the Court determines that all Class Members who did not timely and properly submit
20 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
26 of wage and hour class actions. There has been no collusion between the parties in reaching the
27 proposed settlement.

1 b. Plaintiff's investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. Seven (7) requests for exclusion were received.

7 e. The participation rate was high. 8,182 Participating Class Members will be
8 mailed a settlement payment, representing 99.92% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$1,733,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$24,299.48 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
27 bringing and prosecuting this matter on behalf of the Class.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Participating Class Members in the manner set forth in the Agreement, transmit payment for
4 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
5 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
6 withholdings and perform the other remaining duties set forth in the Agreement. The
7 Administrator has documented \$38,500 in fees and expenses, and this amount is reasonable in
8 light of the work performed by the Administrator.

9 **PAGA Penalties**

10 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
11 of \$104,000, which shall be allocated with 75% (\$78,000) allocated to the LWDA PAGA Payment
12 and 25% (\$26,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
13 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
14 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$26,000) by the total
15 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
16 (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
17 Employees" are all individuals who were employed by Defendant in California and classified and
18 worked as a non-exempt employee at any time during the PAGA Period (January 3, 2023 through
19 October 29, 2024). The Court finds the PAGA Penalties to be reasonable. All Aggrieved
20 Employees will be sent their share of the PAGA Penalties and will be subject to the release of the
21 Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The certification of the Class for the purposes of settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who were employed by Defendant in California and classified and
28 worked as a non-exempt employee at any time during the Class Period (October 4,
2019 through October 29, 2024).

FINAL APPROVAL ORDER AND JUDGMENT

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion ("opt out") from the Class. The seven (7)
3 individuals who requested exclusion are: Humberto Busian, Jennifer Izu, Mark Freeland, Natalie
4 Ellis, Savannah Soto, Jason Lo, and Vicki Cowan.

5 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
7 necessary to pay Defendant's share of payroll taxes thereon within 14 days of the Effective Date.

8 18. Class Counsel are awarded attorneys' fees in the amount of \$1,733,333 and costs in
9 the amount of \$24,299,48. In accordance with the Agreement, the attorneys' fees award shall be
10 allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to The Gomez Law
11 Firm. Class Counsel shall not seek or obtain any other compensation or reimbursement from
12 Defendant, Plaintiff or members of the Class.

13 19. The payment of the Class Representative Service Payment in the amount of
14 \$10,000 to the Plaintiff is approved.

15 20. The payment of \$38,500 to the Administrator for their fees and expenses is
16 approved.

17 21. The PAGA Penalties in the amount of \$104,000 are approved and shall be allocated
18 in accordance with the Agreement.

19 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
22 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
24 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
25 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
26 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
27 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
28

FINAL APPROVAL ORDER AND JUDGMENT

1 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
2 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
3 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
4 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
5 Released PAGA Claims. This settlement (including this Order) cannot be used, directly or
6 indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative,
7 investigative or other forum or proceeding, as purported evidence of any violation of any federal,
8 state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first"
9 or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other
10 purpose.

11 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
12 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
13 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
14 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
15 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
16 LWDA.

17 24. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiff, and all members of the Class, shall take nothing in the Action.

27
28
FINAL APPROVAL ORDER AND JUDGMENT

1 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 27. The Parties are authorized to agree to and to adopt such amendments, modifications
6 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
7 Final Approval Order and Judgment and as approved by the Court.

8 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
9 provided in the Agreement and in this Final Approval Order and Judgment.

10 29. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties (as defined in the Settlement Agreement) from the Released Class Claims.
15 The "Released Class Claims" are all claims that were alleged, or reasonably could have been
16 alleged, based on the facts stated in the Operative Complaint which occurred during the Class
17 Period related to employment in a non-exempt position in California. Except as expressly set forth
18 in the Agreement, Participating Class Members do not release any other claims, including
19 Plaintiff's individual claims that are subject to a separate release, claims for vested benefits,
20 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, workers' compensation, or Class claims outside the Class
22 Period.

23 30. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, the Released Parties (as defined in the Settlement
28

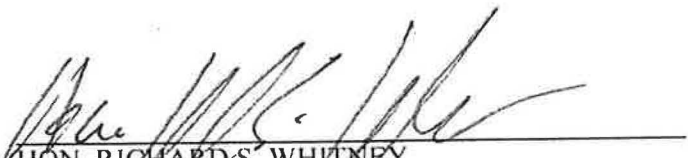
FINAL APPROVAL ORDER AND JUDGMENT

1 Agreement) from the Released PAGA Claims. The "Released PAGA Claims" are all claims for
2 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
3 stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period
4 related to employment in a non-exempt position in California. The Released PAGA Claims do not
5 include other PAGA claims, underlying wage and hour claims, Plaintiff's individual claims that
6 are subject to a separate release, claims for wrongful termination, violation of the Fair
7 Employment and Housing Act, discrimination, unemployment insurance, disability, social
8 security, worker's compensation, and PAGA claims outside of the PAGA Period.

9 31. As of the Effective Date and upon full funding of the Gross Settlement Amount by
10 Defendant, Plaintiff releases and discharges the Defendant and the Released Parties from the
11 Plaintiff's Release as set forth fully in the Agreement.

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: 8-29-25

15 
16 HON. RICHARD S. WHITNEY
17 JUDGE, SUPERIOR COURT OF CALIFORNIA
18
19
20
21
22
23
24
25
26
27
28

FINAL APPROVAL ORDER AND JUDGMENT