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FILED

AUG 15 2025

Clerk of the Superior Court
By: K. Sorianosos, Deputy

Attorneys for Plaintiff Rigoberto Tecaliz and the Class

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

RIGOBERTO TECALIZ, individually and on
behalf of others similarly situated and on behalf of
other aggrieved employees,

Plaintiff,

vs.

NATIONAL RESTAURANT INC. DBA
BLACK BEAR DINER, a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 37-2023-00046906-CU-OE-CTL

Honorable Matthew C. Braner
Department C-60

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 15, 2025
Time: 9:00 a.m.
Dept.: C-60

Complaint Filed: October 27, 2023
FAC Filed: November 27, 2023
Trial Date: Not Set

1 Plaintiff Rigoberto Tecaliz's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement and Motion for Attorneys' Fees and Costs, Enhancement Payment, and Settlement
3 Administration Costs came before this Court on **August 15, 2025 at 9:00 a.m.** before the Honorable
4 Matthew C. Braner in Department C-60 of the above-captioned Court located at 330 West Broadway,
5 San Diego, California 92101.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement and Motion for Attorneys' Fees and Costs, Enhancement Payment, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Alexandra Rose), the Class Representative (Rigoberto Tecaliz), and the Settlement Administrator
11 (Nathalie Beltran on behalf of ILYM Group, Inc.), and the evidence and argument received by the
12 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
13 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant National Restaurant Inc. dba Black Bear Diner ("Defendant") (together,
17 with Plaintiff, the "Parties"), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period (of if any such person is
21 incompetent, deceased, or unavailable due to military service, the person's legal representative or
22 successor in interest evidenced by reasonable verification)." The "Class Period" is defined as the
23 period from October 27, 2019 through November 25, 2024.

24 3. The Court appoints Plaintiff Rigoberto Tecaliz as the Class Representative for
25 settlement purposes only.

26 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
27 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$213,000.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$15,494.06. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$7,450.00 to ILYM Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$22,500.00 to the California
6 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that no later than the Effective Date, Defendant will deposit the
9 Gross Settlement Amount into a Qualified Settlement Fund ("QSF"), in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
20 Division in the name of the Settlement Class Member and/or PAGA Employee.

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties from any and all claims and causes
24 of action which were alleged in the Operative Complaint or which reasonably could have been alleged
25 based on the factual allegations and legal theories in the Operative Complaint, arising during the Class
26 Period, which specifically includes claims for Defendant's alleged failure to pay overtime and
27 minimum wages, provide compliant meal and rest periods and associated premium payments, timely
28 pay wages during employment and upon termination, provide accurate wage statements, and

1 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
2 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
3 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
4 17200, *et seq.* (collectively, “Released Class Claims”). By virtue of this release, any claims under the
5 FLSA that are predicated on the Released Class Claims are subject to res judicata pursuant to
6 applicable law including but not limited to *Rangel v. PLS Check Cashers of California Inc.*

7 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
8 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
9 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
10 Released Parties of any and all claims and causes of action for civil penalties under the California
11 Private Attorneys General Act of 2004 that were alleged in the Operative Complaint or reasonably
12 could have been alleged based on the facts and legal theories contained in the Operative Complaint
13 and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys
14 General Act of 2004, California Labor Code sections 2698 *et seq.*, which specifically includes claims
15 for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
16 periods and associated premium payments, timely pay wages during employment and upon
17 termination, provide complaint wage statements, maintain complete and accurate payroll records, and
18 reimburse necessary business-related expenses in violation of California Labor Code §§ 201, 202, 203,
19 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
20 applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

- 21 • In light of the binding nature of a PAGA judgment on non-party employees pursuant
22 to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane*
23 *Foodservice, Inc.* (2011)796 F.Supp.2d 1246, individuals otherwise meeting the
24 definition of a Settlement Class Member who exclude themselves from the Class
25 Settlement shall nonetheless receive a payment for the amount of each such
26 individual’s estimated share of the PAGA Employees’ portion of the PAGA Amount
27 and shall have released the Released PAGA Claims.

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1 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
2 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
3 compromised, relinquished, and discharged the Released Parties from any and all claims of any kind
4 or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
5 Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have
6 related to Plaintiff's employment with Defendant. It is agreed that this is a general release and is to
7 be broadly construed as a release of all claims related to Plaintiff's employment with Defendant,
8 provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of
9 any claims that cannot be released hereunder by law, including claims for unemployment insurance,
10 disability, social security, and workers' compensation (except for claims pursuant to Labor Code
11 Sections 132a and 4553). Plaintiff understands and expressly agrees that the Settlement Agreement
12 extends to claims that he has against Defendant, of whatever nature and kind, known or unknown,
13 suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to
14 an incident or event, occurring in whole or in part, on or before the execution of the Settlement
15 Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect
16 of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code,
17 ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
19 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
20 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
22 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

23 19. "Released Parties" means Defendant, and its past and present direct and/or indirect
24 officers, directors, members, managers, exempt employees, agents, representatives, attorneys,
25 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
26 divisions, predecessors, successors, assigns, and joint venturers.

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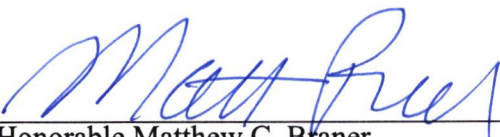
1 20. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
3 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 Settlement and the determination of all controversies relating thereto.

5 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
6 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
7 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

8 22. A Non-Appearance Case Review re: Final Report is set for
9 _____ at _____ in Department C-60 of this Court located at 330
10 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report
11 by _____.

12 **IT IS SO ORDERED.**

13 Dated: 8/15/25



Honorable Matthew C. Braner

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 22, 2025, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGEMENT OR ORDER**

on the interested parties as follows:

Maurice J. Fitzgerald
Carla V. dos Santos-Moore
O'HAGAN MEYER LLP
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San Francisco, CA 94111
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Attorneys for Defendant NATIONAL RESTAURANT INC. dba BLACK BEAR DINER

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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STATE:

2 I declare under penalty of perjury under the laws of the State of California that the
3 above is
4 true and correct.

5 Executed on August 22, 2025 at Beverly Hills, California.

6 /s/ Lorena Bautista
7 Lorena Bautista
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