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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GENEVIEVE ANDA, an individual; ANDRE
IBARRA, an individual; on behalf of
themselves and all others similarly situated and
the general public,

Plaintiffs,

v.

CASH REGISTER SERVICES, INC., a Texas
corporation; TRUNO, an unknown business
entity; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV01721

[Assigned to: The Hon. Elaine Lu, Dept. 9]

Complaint filed: August 15, 2023
FAC filed: September 30, 2025
Trial date: Not set

CLASS & PAGA ACTION

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

FINAL APPROVAL HEARING

Date: September 1, 2026
Time: 8:30 a.m.
Dept.: 9

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1 On or around April 8, 2026, this Court issued an Order Granting Plaintiffs' Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Andre Ibarra and Genevieve Anda
3 (collectively the "Plaintiffs" or "Class Representatives") now seek an order granting final
4 approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Agreement")
5 for the amount of \$725,000.00 (the "Gross Settlement Amount") between Plaintiffs and Defendant
6 Cash Register Services, Inc. d/b/a Truno Retail Technology Solutions ("Defendant," and together
7 with Plaintiffs the "Parties"). A true and correct copy of the Agreement is attached to the
8 Declaration of Alan Wilcox in Support of Plaintiffs' Motion for Final Approval of Class Action
9 Settlement (the "Wilcox Declaration") as **Exhibit 1** submitted concurrently with Plaintiffs' Motion
10 for Final Approval of Class Action Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Agreement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Agreement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Agreement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class
20 Members, Defendant, and Apex Class Action Administration (the "Administrator").

21 3. The term "Class Period" means the period from January 22, 2020, through
22 September 7, 2025.

23 4. The term "PAGA Member" is all of Defendant's current and former non-exempt
24 employees who have worked in California for Defendant at any time from February 15, 2023,
25 through September 7, 2025 (the "PAGA Period"), whether or not the PAGA Members opt out of
26 the class settlement, and represented by the Plaintiffs and the State of California Labor and
27 Workforce Development Agency.

28 5. Solely for purposes of effectuating the Agreement, the Court certifies the following

1 Class as all current and former non-exempt employees of Defendant who were employed by
2 Defendant in the state of California at any time during the Class Period (each “Class Member(s)”
3 and collectively the “Class”), with each such person who does not timely and validly exclude
4 themselves from the Class in compliance with the exclusion procedures set forth in this Agreement
5 to be deemed a “Participating Class Member.”

6 6. The term “Released Parties” means Defendant and each of its former and present
7 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

8 7. The Court hereby approves Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox and
9 Chase Stern of Wilshire Law Firm, PLC, Aaron A. Bartz of Bartz Law Group, APC and Walter L.
10 Haines of United Employees Law Group, PC as “Class Counsel.”

11 8. The Court finds that the Agreement appears to be fair, just, adequate, and reasonable
12 and therefore meets the requirements for final approval. The Court grants final approval of the
13 Agreement and the Class based upon the terms set forth in the Agreement.

14 9. The Court finds that the Agreement appears to have been made and entered into in
15 good faith and hereby approves the Agreement payments as set forth below.

16 10. Released Class Claims By Participating Class Members: All Participating Class
17 Members will fully and finally release and discharge Released Parties from all claims, rights,
18 demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged
19 based on the facts and claims asserted in the operative Complaints in the Actions, including the
20 following claims: (i) failure to pay all regular wages, minimum wages, and overtime wages due;
21 (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest
22 periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v)
23 failure to provide or maintain complete, accurate wage statements; (vi) failure to pay wages timely
24 at time of termination or resignation; (vii) failure to timely pay wages during employment; and
25 (viii) unfair business practices that could have been premised on the claims or causes of action
26 described above or any of the claims or causes of action pleaded in the operative Actions
27 (collectively, the “Released Class Claims”). This release shall apply to claims arising during the
28 Class Period. Except as set forth in Paragraph 5.3 of [the] Agreement, Participating Class Members

do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

11. Released PAGA Claims by PAGA Members: All Plaintiffs, PAGA Members, the LWDA, and the State of California will release the Released Parties from any and all PAGA claims for civil penalties that could have been asserted under PAGA based on the factual allegations and claims in the operative Complaints in the Actions or any PAGA Notices submitted by Plaintiffs to the LWDA, for the PAGA Period. The PAGA Members will be issued a check for their share of the Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Individual PAGA Payment and release of the PAGA claims set forth herein. The PAGA Members will be bound by the release stated herein regardless of whether they cash or deposit their Individual PAGA Payment or opt out of being a Class Member.

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Agreement and approved by the Court.

13. No Class Member has objected to the terms of the Agreement.

14. One Class Member, John James Burns, IV, has requested exclusion from the Agreement.

15. The notice that the Administrator provided to the Class (the "Class Notice") conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Class Notice provided to the Class fully satisfied the requirements of due process.

16. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Agreement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Agreement) are fair, just, reasonable and adequate. The Court authorizes the Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Agreement.

1 17. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
2 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
3 Payments. Pursuant to the Agreement, Defendant shall fully fund the Gross Settlement Amount and
4 shall also fund the additional amounts necessary to fully pay Defendant's share of payroll taxes by
5 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

6 18. From the Gross Settlement Amount, Plaintiffs Andre Ibarra and Genevieve Anda
7 shall each be paid \$10,000.00 (\$20,000.00 total) for their service as representatives for the Class and
8 the releases provided.

9 19. From the Gross Settlement Amount, \$6,825.00 shall be paid to the Administrator.

10 20. From the Gross Settlement Amount, \$72,500.00, allocated 25% to the PAGA
11 Members \$18,125.00 (the "Individual PAGA Payments").and 75% to LWDA \$54,375.00 in
12 settlement of PAGA claims) (the "LWDA PAGA Payment").

13 21. From the Gross Settlement Amount, Class Counsel is awarded the requested
14 reasonable attorneys' fees of \$253,750.00 (the "Class Counsel Fees Payment") and costs incurred of
15 \$28,442.13. Class Counsel requests \$11,902.79 to Wilshire Law Firm, PLC, \$15,217.84 to Bartz
16 Law Group, APC and \$1,321.50 to United Employees Law Group, PC (the "Class Counsel
17 Litigation Expenses Payment") incurred in the Action. These payments shall be distributed to Class
18 Counsel as set forth in the Agreement. The Court finds that the fees and costs are reasonable in light
19 of the benefit provided to the Class.

20 22. Without affecting the finality of this Order in any way, and in accordance with Code
21 of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation,
22 interpretation, and enforcement of the Agreement with respect to all Parties, Class Counsel,
23 Defendant's counsel, and the Administrator.

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1 23. Plaintiffs’ Motion for Final Approval of Class Action Settlement is hereby
2 **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of
3 this Order.

4 24. _____
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7 _____.

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9 **IT IS SO ORDERED.**

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11 DATE:

Hon. Elaine Lu
Los Angeles County Superior Court