

Electronically Received 08/04/2026 11:23 AM

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FILED
Superior Court of California
County of Los Angeles
08/28/2026
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 JULIO CESAR ONTIVEROS CHAMU, an
14 individual;

15 Plaintiff,

16 vs.

17 TEQUILA JACK'S, INC., a California
18 Corporation; and DOES 1 through 20, inclusive;

19 Defendants.

Case Number: 24STCV22332

[Honorable Theresa M. Traber; Department 1]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; AND FINAL JUDGMENT
THEREON**

Complaint Filed: August 30, 2024

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**~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT; AND FINAL JUDGMENT THEREON**

~~PROPOSED~~ ORDER

The Motion for Final Approval of Class Action Settlement by Plaintiff JULIO CESAR ONTIVEROS CHAMU ("Plaintiff") in the above-captioned matter came before the Court. The Court having considered the papers submitted in support of the motion, HEREBY ORDERS:

1. The Court grants final approval of the class action settlement based upon the terms set forth in the 'Second Amended Class Action and PAGA Settlement Agreement and Class Notice' (the "Settlement Agreement") reached between Plaintiff, on the one hand, and Defendant TEQUILA JACK'S, INC. ("Defendant") on the other hand, as found at EXHIBIT 1 attached to Declaration of Sarkis Sirmabekian, Esq. in support of Plaintiff's Motion for Final Approval of Class Action Settlement. The Court finds that the terms of the Settlement are fair, adequate, and reasonable;

2. For purposes of this Order, the Class shall consist of "Plaintiff and all current and former hourly non-exempt employees of Defendant within California at any time during the period from August 26, 2019 to December 31, 2024";

3. The Court hereby finds that the Settlement was the product of serious, informed, non-collusive negotiations conducted at arm's length by the parties. In making this final finding, the Court considered the nature of the claims set forth in the pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement Agreement, the allocation of Settlement proceeds among the Class, and the fact that the Settlement Agreement represents a compromise of the parties' respective positions. The Court further finds that the terms of the Settlement Agreement have no material deficiencies and do not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was reached in good faith;

4. The Court further finds that the notice procedure carried out by the parties and Phoenix Settlement Administrators (the "Settlement Administrator" or "PSA") met the requirements of due process and provided the best notice practicable under the circumstances and constituted due and sufficient notice to Class Members. Specifically, the Notice Packet that was disseminated to Class Members includes: (1) the definition of the Class; (2) a description of the substantive issues and proceedings to date; (3) a neutral description of the Settlement; (4) the amount of Class Counsels' attorneys' fees and costs sought; (5) information regarding the right to opt out of the Settlement, the

1 procedure for doing so and the date by which such action must be taken; (6) information regarding the
2 right to challenge one's number of workweeks, the procedure for doing so and the date by which such
3 action must be taken; (7) information regarding the right to participate in the Settlement, the procedure
4 for doing so and the date by which such action must be taken, if any; (8) information regarding the
5 right to file an objection to the Settlement, the procedure for doing so and the date by which such
6 action must be taken; (9) the consequences of participating in the Settlement, including the fact that
7 one will be bound by the judgment; (10) the date, time and place of the final approval hearing; (11)
8 the identity of the Plaintiff; and (12) contact information of Counsel and the Settlement Administrator.

9 A full opportunity was afforded to Class Members to participate in the Final Approval hearing. No
10 Class Members objected to the Settlement and no Class Member requested exclusion from the
11 Settlement. Thus, the Court determines that all Class Members are bound by this Order and Judgment;

12 5. The Court certifies the Class for settlement purposes and finds that the Class meets all
13 applicable standards for certification under California law;

14 6. The Court approves the Settlement, and each of the releases and other terms set forth
15 in the Settlement as fair, reasonable, and adequate as to the Class Members, Plaintiff, and the
16 Defendants. The parties are directed to perform in accordance with the terms set forth in the
17 Settlement;

18 7. By this Order and Judgment, the Plaintiff and all Participating Class Members, hereby
19 release Defendants and the Released Parties, as defined in the Settlement Agreement, from the
20 Released Claims, as also defined in the Settlement Agreement;

21 8. Under Code of Civil Procedure § 664.6 and all other applicable law, the Court reserves
22 and retains exclusive and continuing jurisdiction over this case, Plaintiffs, Class Members, and
23 Defendants for the purpose of supervising the implementation, effectuation, enforcement,
24 construction, administration, and interpretation of the Settlement and this Order and Judgment;

25 9. The Court determines that the plan of allocation for payment of the Net Settlement
26 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of the Net
27 Settlement Amount to the Participating Class Members shall be done in accordance with the terms set
28 forth in the Settlement Agreement;

1 10. Plaintiff JULIO CESAR ONTIVEROS CHAMU is hereby appointed as Class
2 Representative for purposes of Settlement;

3 11. Sarkis Sirmabekian, Esq. of Sirmabekian Law Firm, PC is appointed as Class Counsel
4 for purposes of Settlement;

5 12. The Court hereby GRANTS final approval and awards/approves the following:

6 The Settlement Administrator shall pay from the Gross Settlement Amount of \$300,000.00: (i)
7 the Settlement Administrator for its Settlement Administration Costs; (ii) the LWDA Payment to the
8 California Labor Workforce Development Agency ("LWDA"); (iii) the Class Representative Service
9 Awards to the named Plaintiff; (iv) the attorneys' fees to Class Counsel; and (v) the litigation Costs to
10 Class Counsel, as follows:

11 A. The Court hereby approves the payment of Settlement Administration Costs in the
12 amount of \$8,750.00 to the Settlement Administrator from the Gross Settlement
13 Amount

14 B. The Court hereby approves the payment of \$37,500.00 from the Gross Settlement
15 Amount to the LWDA;

16 C. The Court hereby approves the Class Representative Service Award of \$7,500.00 to
17 Plaintiff from the Gross Settlement Amount, in recognition of his service to the Class
18 in initiating and maintaining this litigation and the risks undertaken for the benefit of
19 the settlement Class;

20 D. The Court hereby awards to Class Counsel the amount of \$100,000.00 for Attorneys'
21 Fees, which the Court finds fair and reasonable and supported by detailed summaries
22 regarding the work performed that were submitted by Class Counsel in their supporting
23 declarations;

24 E. The Court awards to Class Counsel the amount of \$11,887.68 in litigation Costs for
25 reimbursement of reasonable litigation costs they incurred in this action and supported
26 by a detailed summary regarding such incurred expenses that was submitted by Class
27 Counsel in their supporting declarations;

1 13. The Escalator Clause of the Settlement Agreement indicates if the actual number of
2 Workweeks exceeds twenty-seven thousand five hundred (27,500), the Gross Settlement Amount will
3 be increased by a pro-rata amount for each workweek in excess of that limit or revise the
4 commencement of the Class Period from August 26, 2019 to a later date such that the number of
5 workweeks within the class period does not exceed the limit. The total number of workweeks was
6 twenty-two thousand three hundred thirty-five (22,335), therefore the escalator was not triggered.

7 14. The Net Settlement Amount available to pay Settlement Class Members is
8 \$121,862.32, which is determined by deducting from the Gross Settlement Amount (\$300,000.00) the
9 requested Class Counsel attorneys' fees (\$100,000.00) and Class Counsel costs (\$11,887.68), the
10 requested Enhancement Payment to Plaintiff Ontiveros (\$7,500.00), the PAGA Amount (\$50,000.00)
11 [with LWDA Payment in the amount \$37,500.00 (75% of the PAGA Amount) and the PAGA Penalties
12 allocation to Aggrieved Employees in the amount of \$12,500.00], and the requested Settlement
13 Administration Costs (\$8,750.00);

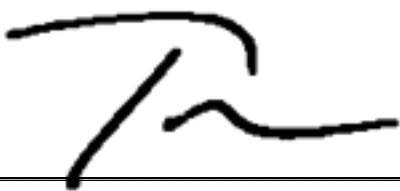
14 15. The Settlement Administrator is directed to make the foregoing payments in
15 accordance with the terms of the Settlement Agreement and Class Counsel's further instructions;

16 16. This document constitutes the Judgment resolving the portion of the action against
17 Defendants according to the terms herein.

18 17. The Court sets a 'Non-Appearence Case Review Re: Disbursement of Settlement
19 Funds' for September 3, 2027 at 4:00 p.m.
20 at 8:30 a.m., in department 1 at Spring Street Courthouse. The deadline for
21 filing the declaration of final distribution is August 27, 2027.

22 **IT IS SO ORDERED.**

23 Dated: 08/28/2026
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26 _____
27 HONORABLE THERESA M. TRABER
28 Judge of the Superior Court