

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

August 28, 2026

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Grigor Gregg Sirmabekhian

For Defendant(s): Marshall Brubacher

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Class Action Settlement

The matter is called for hearing.

There are no objectors present in the courtroom. The parties submit on the Court's tentative ruling.

The Motion for Final Approval of Class Action Settlement filed by Julio Cesar Ontiveros Chamu on 08/04/2026 is Granted.

The Court hereby awards the following: (1) **\$100,000.00** (33 1/3%) for attorney fees to Class Counsel, Sirmabekian Law Firm, PC; (2) **\$11,887.68** for attorney costs to Class Counsel; (3) an enhancement payment of **\$7,500.00** to the class representative, Julio Cesar Ontiveros Chamu; (4) **\$37,500.00** (75% of \$50,000 PAGA penalty) to the LWDA; and (5) **\$8,750.00** for settlement administration costs to Phoenix Class Action Administration Solutions.

BACKGROUND

This is a wage and hour class action. Defendant is a restaurant company operating in California and employed Plaintiff as a cook and prep between approximately August 2015 and approximately September 20, 2023.

On February 21, 2024, Plaintiff Ontiveros filed a complaint against Defendants Tequila Jack's and Henry Attina (Case No. 24STCV04385) alleging a claim for the Violation of the Private Attorneys General Act (PAGA) (the "PAGA Action").

On August 30, 2024, Plaintiff filed his first amended complaint in the PAGA Action alleging the following claims: (1) Violation of the Private Attorneys General Act (PAGA); and (2) Wrongful Termination in violation of California Labor Code Section 132a.

Also on August 30, 2024, Plaintiff filed this class action lawsuit against Defendant alleging the following causes of action for: (1) Violation of the Private Attorneys General Act of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

August 28, 2026

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

2004 (California Labor Code §2698, et seq.); (2) Failure to Pay Minimum Wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, et seq.); (3) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1198 & 510, et seq.); (4) Failure to Pay Meal Period Compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198 et seq.); (5) Failure to Pay Rest Period Compensation (Cal. Lab. Code §§ 226.7 & 1198 et seq.); (6) Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code § 226); (7) Failure to Maintain Accurate Payroll Records (Class Claim; Cal. Lab. Code §§ 226(a), 1174(d) and 1198, et seq.); (8) Failure to Pay Wages Upon Discharge (Cal. Lab. Code §§ 201 & 202, et seq.); (9) Failure to Indemnify (Cal. Lab. Code §2802); (9) Unfair Competition (Business and Professions Code § 17200 et seq.).

Class Counsel represented they investigated the facts and claims alleged in the lawsuit, including an analysis of voluminous documents, interviews of putative Class Members, and an analysis of the sample of time and pay data informally produced by Defendant prior to and during the negotiations.

On August 21, 2024, the Parties participated in an all-day mediation presided over by Michael Young which led to this Agreement to settle the Action. A copy of a fully executed long form settlement agreement was filed with the Court on March 17, 2025 attached to the Declaration of Sarkis Sirmabekian ("Sirmabekian Decl.") Preliminary Approval as Exhibit 1.

The Parties separately settled Plaintiff's individual claim for wrongful termination. Counsel represent that the matter was negotiated and settled separately and the individual settlement did not rely on the class settlement.

On November 21, 2024, Counsel filed a Notice of Settlement in the PAGA Action, and dismissals were entered on January 3, 2025 and January 6, 2025 as to the entire PAGA Action.

On September 3, 2025 the Court issued a checklist of items for counsel to address and continued Preliminary Approval. In response, on October 17, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Sarkis Sirmabekian ("Sirmabekian Supp. Decl.") ISO Preliminary Approval as Exhibit 2.

On November 24, 2025 the Court continued Preliminary Approval for further briefing. In response, on December 10, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Second Supplemental Declaration of Sarkis Sirmabekian ("Sirmabekian 2nd Supp. Decl.") ISO Preliminary Approval as Exhibit 2.

Preliminary Approval was granted on January 2, 2026. Notice was given to the Class Members as ordered. (See Declaration of Connor Tevenan ("Tevenan Decl."))

Now before the Court is the motion for final approval of the settlement agreement.

CLASS DEFINITION AND ESSENTIAL TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

August 28, 2026

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

-
- “Class” means all persons employed by Tequila Jack’s, Inc. (“TJI”) in California and classified as an hourly-paid or non-exempt employee who worked for TJI during the Class Period. (Settlement Agreement, ¶1.5.)
 - o “Class Period” means the period from August 26, 2019 to December 31, 2024. (¶1.12)
 - o The final mailing list contained 372 individuals identified as Class Members. (Tevenan Decl., ¶3.)
 - “Aggrieved Employee” means a person employed by TJI in California and classified as a non-exempt employee who worked for TJI during the PAGA Period. (¶ 1.4)
 - o “PAGA Period” means the period from December 8, 2023, to the earlier of the date of an order approving Plaintiff’s Motion for Preliminary Approval of Settlement, or June 30, 2025. (¶1.31)
 - o There are 208 Aggrieved Employees who worked a total of 4,343 workweeks during the PAGA Period. (Tevenan Decl., ¶15.)
 - Based on a review of its records to date, TJI estimates there are 385 Class Members who collectively worked a total of 25,212 Workweeks and 217 Aggrieved Employees who worked a total of 4,349 PAGA Pay Periods. (¶4.1) This Agreement assumes that total number of workweeks during the Class Period will amount to 27,500 or less. If so, TJI need only pay the Gross Settlement Amount to obtain the benefits of this Agreement. Conversely, if the total number of workweeks during the Class Period exceeds 27,500 workweeks (the “Workweek Limit”), TJI shall pay an additional pro rate amount for each workweek in excess of that limit. (¶9)
 - o The total number of workweeks was 22,335, which does not exceed 27,500; therefore, the escalator was not triggered. (Tevenan Decl., ¶12.)
 - The Gross Settlement Amount (“GSA”) is **\$300,000**, non-reversionary. (¶3.1)
 - The Net Settlement Amount (“Net”) (**\$138,750**) is the GSA minus the following:
 - o Up to **\$100,000** (33 1/3%) for attorney fees (¶3.2.2; Notice, ¶3.2.A);
 - o Up to **\$12,500** for litigation costs (*Ibid.*);
 - o Up to **\$7,500** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - o Up to **\$8,750** for settlement administration costs (¶3.2.3);
 - o Payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA. (¶3.2.5)
 - Defendant will also pay employer-side taxes. (¶3.1)
 - Funding of Settlement: TJI shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay TJI’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
 - Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (not less than 180 days after the date of mailing). (¶4.4.1) For any Class Member

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

August 28, 2026

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller's Office for Unclaimed Property (§4.4.3)

· Counsel submitted the Settlement Agreement to the LWDA on March 13, 2025. (Sirmabekian Decl. ISO Preliminary Approval, ¶57.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order on January 2, 2026, that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 372 Class members. (Tevenan Decl., ¶3.)

Number of notice packets mailed: 372 (*Id.* at ¶5.)

Number of undeliverable notices: 21 (*Id.* at ¶7.)

Number of opt-outs: 0 (*Id.* at ¶8.)

Number of objections: 0 (*Id.* at ¶9.)

Number of participating class members: 372 (*Id.* at ¶11.)

Average individual payment: \$327.59 (*Id.* at ¶14.)

Highest estimated payment: \$1,265.82 (*Ibid.*)

Lowest estimated payment: \$5.46 (*Ibid.*)

Number of Aggrieved Employees: 208 (*Id.* at ¶15.)

Average PAGA payment: \$60.10 (*Ibid.*)

Highest estimated PAGA payment: \$115.13 (*Ibid.*)

Lowest estimated PAGA payment: \$2.88 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

August 28, 2026

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

10:30 AM

Judge: Honorable Theresa M. Traber
Judicial Assistant: A. He
Courtroom Assistant: F. Sims

CSR: None
ERM: None
Deputy Sheriff: None

C. Attorney Fees and Costs

Class Counsel, request \$100,000 (33 1/3%) in fees and litigation costs and expenses in the amount of \$11,887.68 to Class Counsel. (Motion ISO Final, 14:7-9; 18:21-22.) The Settlement provides for attorney's fees up to \$100,000 and costs of \$12,500 (Settlement Agreement, ¶3.2.2); the class was provided notice of the requested awards and none objected. (Tevenan Decl., ¶9 and Exhibit A thereto.)

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method, as cross checked by lodestar. (Motion ISO Final, pgs. 14-18.)

The fee request represents 33 1/3% of the gross settlement amount which is the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”).

Here, counsel represents he has spent 278.7 hours in connection with this litigation, at a rate of \$600, resulting in a lodestar of \$167,220, which would require a negative multiplier to yield the requested fee amount. (Sirmabekian Decl. ISO Final, ¶54 and Exhibit 2 thereto.)

As for costs, class counsel has incurred costs of \$11,887.68. (Sirmabekian Decl. ISO Final, ¶55 and Exhibit 3 thereto.) Class Counsel is requesting \$11,887.68 in costs, which is less than the settlement cap of \$12,500. The costs in this case include, but are not limited to, filing fees (\$1,507.35) and mediation (\$9,375). (*Ibid.*) Counsel further expects to spend an additional \$100 in costs through completion of this matter. (*Id.* at ¶52.) The costs seem reasonable and necessary to litigation.

Based on the above, the Court awards **\$100,000 (1/3)** for fees and **\$11,887.68** for litigation costs.

D. Incentive Awards to Class Representatives

The Settlement agreement provides for up to \$7,500 an incentive award for the Named Plaintiff. (Settlement Agreement, ¶3.2.1.)

Plaintiff Ontiveros Chamu represents that his contributions to this litigation include, and are not limited to: obtaining counsel, gathering documents, reviewing documents, identifying witnesses, having numerous conversations with counsel, participating in settlement negotiations, reviewing the settlement, as well as providing and reviewing declarations. (Ontiveros Chamu Decl., ¶¶5-11.)

Based on the above, the Court awards an enhancement in the amount of **\$7,500**.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

24STCV22332

**JULIO CESAR ONTIVEROS CHAMU vs TEQUILA JACK'S,
INC.**

August 28, 2026

10:30 AM

Judge: Honorable Theresa M. Traber

Judicial Assistant: A. He

Courtroom Assistant: F. Sims

CSR: None

ERM: None

Deputy Sheriff: None

///

E. Claims Administration Costs

The claims administrator requests **\$8,750** for the costs of administering the settlement. (Tevenan Decl., ¶17.) This is equal to the \$8,750 maximum amount estimated in the Settlement Agreement; (Settlement Agreement, ¶3.2.3); and disclosed in the notice to class members, to which there were no objections.

Based on all the work performed by the Claims Administrator, the Court awards administrative costs in the requested amount of **\$8,750**.

The Court orders class counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration. The Court sets a non-appearance date of September 3, 2027 for review of the final report, which is due by August 27, 2027. Notice is waived.