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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

ALEXIS TOPETE-HERNANDEZ,
individually, and on behalf of other members of
the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General Act;

Plaintiff,

v.

THE PEGGS COMPANY, INC., a California
corporation; and does 1 through 100, inclusive,

Defendants.

Case No. CVRI2400968

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND CLASS REPRESENTATIVE SERVICE
AWARD**

Date: September 25, 2025
Time: 8:30 a.m.
Judge: Hon. Harold W. Hopp
Dept.: 1

1 Plaintiff Alexis Topete-Hernandez’s (“Plaintiff”) motion for an order finally approving the
2 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement”
3 or “Settlement”), attached as Exhibit “1” to the Declaration of Jean-Claude Lapuyade, Esq, in
4 support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement filed on
5 August 28, 2025, and Motion for Class Counsel Award and Class Representative Service Award,
6 duly came on for hearing on September 25, 2025, before the above-entitled Court. Zakay Law
7 Group, APLC, JCL Law Firm, APC, and Lawyers for Justice, P.C. appeared on behalf of Plaintiff
8 Alexis Topete-Hernandez (“Plaintiff”). Medina McKelvey LP appeared as counsel for defendant
9 The Peggs Company, Inc. (“Defendant”).

10 **I.**

11 **FINDINGS**

12 Based on the oral and written arguments and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All capitalized terms used herein shall have the same meaning as defined in
15 the Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of Riverside (“Court”), Case No. CVRI2400968,
18 entitled *Alexis-Topete Hernandez v. The Peggs Company, Inc.* and over all Parties to this litigation,
19 including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On May 28, 2025, the Court granted preliminary approval of the Settlement
22 (“Preliminary Approval Order”). At the same time, the Court approved conditional certification of
23 the Class for settlement purposes only. The Court confirms this Order and finally approves the
24 Settlement and the certification of the Class for settlement purposes.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class mail to the Class Members at their last known addresses on or about June 16,
28 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable

1 under the circumstances and was reasonably calculated to communicate actual notice of the
2 litigation and the proposed settlement to the members of the Class Members. The Court finds that
3 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.
4 The Notice Packet given to the Class Members fully and accurately informed the Class Members of
5 all material elements of the proposed Settlement and of their opportunity to object to or comment
6 thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class
7 Members; and complied fully with the laws of the State of California, the United States Constitution,
8 due process and other applicable law. The Notice Packet fairly and adequately described the
9 Settlement and provided Class Members adequate instructions and a variety of means to obtain
10 additional information.

11 5. The Response Deadline for opting out or objecting was July 31, 2025. There
12 was an adequate interval between notice and deadline to permit Class Members to choose what to
13 do and act on their decision. A full opportunity has been afforded to the Class Members to participate
14 in this hearing, and all Class Members and other persons wishing to be heard have been heard. Class
15 Members also have had a full and fair opportunity to exclude themselves from the proposed
16 Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely
17 and properly submit a request for exclusion are bound by the Settlement and this Final Approval
18 Order and Judgment. There is *one* opt-out and *zero* objections to the Settlement. Therefore, 99.6%
19 of the Class Members will be participating in the Settlement and will be sent Individual Settlement
20 Payments. Aggrieved Employees will also be bound by the Settlement and be sent their Aggrieved
21 Employee Payment, as applicable under the Agreement.

22 **Fairness Of the Settlement**

23 6. The Agreement provides for a Gross Settlement Amount of \$795,000.00.
24 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
25 Cal.App.4th 1794, 1801.)

26 a. The settlement was reached through arms-length bargaining between
27 the Parties during and after a full-day mediation with the Michael D. Young, Esq. There is no
28 evidence of any collusion between the Parties in reaching the proposed settlement.

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

3 c. Counsel for all parties are experienced in similar employment class-
4 action and PAGA litigation and have previously settled similar class and PAGA claims. All counsel
5 recommended approval of the Settlement.

6 d. The percentage of objectors and requests for exclusion is less than one
7 percent. No objections were received. One total request for exclusion was received. The name of
8 the Class Member who requested exclusion is Ali Moises Balleza.

9 e. The participation rate is high. 99.6% of Class Members will be
10 participating in the Settlement and will be sent settlement payments.

11 7. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
13 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
14 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
15 litigation and the delays which would ensue from continued prosecution of the Action.

16 8. The Agreement is finally approved as fair, adequate, and reasonable and in
17 the best interests of the Settlement Class Members.

18 **PAGA Payment**

19 9. The Agreement provides for a PAGA Payment in the amount of \$115,000.00.
20 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
21 the allocation of \$86,250.00 to the Labor and Workforce Development Agency ("LWDA PAGA
22 Payment") and \$28,750.00 to Aggrieved Employees ("Aggrieved Employee Payment") is fair and
23 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
24 Cal.App.5th 56. The LWDA received notice of the Settlement as required under applicable law and
25 did not object to the Settlement.

26 **Class Counsel Fees and Litigation Expenses Payment**

27 10. The Agreement provides for a Class Counsel Fees and Litigation Expenses
28 Payment in the amount of up to Three Hundred Eight Thousand Two Hundred Fifty Dollars and

1 Zero Cents (\$308,250.00). Subject to Court approval, the Class Counsel Award consists of
2 attorneys' fees equal to thirty-five percent (35%) of the Gross Settlement Amount, or Two Hundred
3 Seventy-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$278,250.00) and
4 reimbursement of costs and expenses in the amount of up to Thirty Thousand Dollars and Zero
5 Cents (\$30,000.00).

6 11. A Class Counsel Award of Three Hundred Eight Thousand Two Hundred
7 Fifty Dollars and Zero Cents (\$308,250.00) comprised of attorneys' fees in the amount of Two
8 Hundred Seventy-Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$278,250.00) and
9 reimbursement of costs and expenses in the amount up to Thirty Thousand Dollars and Zero Cents
10 (\$30,000.00) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked
11 by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award
12 represents thirty-five percent of the common fund, which is reasonable and supported by Class
13 Counsel's lodestar.

14 **Class Representative Service Payment**

15 12. The Agreement provides for a Class Representative Service Award of up to
16 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, subject to the
17 Court's approval. The Court finds that the amount of Seven Thousand Five Hundred Dollars and
18 Zero Cents (\$7,500.00) to Plaintiff is reasonable in light of the risks and burdens undertaken by the
19 Plaintiff in this class action litigation.

20 **Settlement Administration Expenses**

21 13. The Agreement provides for Settlement Administration Expenses to be paid
22 in an amount not to exceed \$6,900.00. The Declaration of the Settlement Administrator provides
23 that the actual claims administration expenses were \$6,900.00. The amount of this payment is
24 reasonable in light of the work performed by the Settlement Administrator.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
28 ADJUDICATED AND DECREED:

1 1. The Class is certified for the purposes of settlement only. The Settlement
2 Class is hereby defined to include all current and former hourly-paid or nonexempt employees
3 employed by Defendant in California at any time during the period between February 22, 2020
4 and November 1, 2024 (“Class Period”), excluding Ali Moises Balleza.

5 2. Every person in the Class who did not submit a timely and valid Request for
6 Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement
7 Administrator, that one of the Class Members opted-out of the Settlement. There were zero
8 objections. The name of the Class Member who opted out of the Settlement is Ali Moises Balleza.

9 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
10 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
11 this Order and the terms of the Agreement.

12 4. Any envelope transmitting a settlement distribution to a Class Member shall
13 bear the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Any
14 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and
15 negotiable for one hundred eighty (180) days from the date of their issuance. If (i) any of the Class
16 Members are current employees of Defendant, (ii) the distribution mailed to those employees is
17 returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement
18 Administrator is unable to locate a valid mailing address, Defendant will request that the currently
19 employed Class Member provide a corrected address and transmit to the Administrator any
20 corrected address provided by the Class Member.

21 5. Class Counsel are awarded Two Hundred Ninety-Four Thousand Eight
22 Hundred Fourteen Dollars and Six Cents (\$294,814.06) for the Class Counsel award comprised of
23 thirty-five percent of the Gross Settlement Amount, or Two Hundred Seventy-Eight Thousand, Two
24 Hundred Fifty Dollars and Zero Cents (\$278,250.00) and litigation expenses in the amount of
25 Sixteen Thousand Five Hundred Sixty-Four Dollars and Six Cents (\$16,564.06). The awarded fees
26 will be paid as follows: (85% to Lawyers for Justice, PC; 7.5% to JCL Law Firm, APC; and 7.5%
27 to Zakay Law Group, APLC. The awarded litigation expenses shall be paid as follows: \$16,415.01
28 to Lawyers for Justice, P.C.; \$134.05 to JCL Law Firm, APC; and \$15.00 to Zakay Law Group,

1 APLC. Class Counsel shall not seek or obtain any other compensation or reimbursement from
2 Defendant, Plaintiff, or members of the Class.

3 6. The payment of the Class Representative Service Award to Plaintiff in the
4 amount of \$7,500.00 is approved.

5 7. The payment of \$6,900.00 to the Settlement Administrator for Settlement
6 Administration Expenses is approved.

7 8. The PAGA Payment of \$115,000.00 is hereby approved as fair, reasonable,
8 adequate and adequately protects the interests of the public and the LWDA. Twenty-Five percent
9 (25%) of the PAGA Payment (\$28,750.00) shall be distributed to the Aggrieved Employees
10 (“Aggrieved Employee Payment”). The remaining seventy-five percent (75%) of the PAGA
11 Payment (\$86,250.00) shall be allocated to the LWDA (“LWDA Payment”). Further, the Court finds
12 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
13 or collusion.

14 9. Final Judgment is hereby entered in this action. The Final Judgment shall
15 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
16 of Defendant from all claims alleged or which could have reasonably been alleged based on the facts
17 alleged in the Operative Complaint, which arose during the Class Period, including the following
18 claims: (1) unpaid overtime under Labor Code sections 510 and 1198; (2) unpaid meal period
19 premiums under Labor Code sections 226.7 and 512(a) and the applicable IWC wage order; (3)
20 unpaid rest period premiums under Labor Code section 226. 7 and the applicable IWC wage order;
21 (4) unpaid minimum wages under Labor Code sections 1194, 1197, and 1197.1; (5) untimely final
22 wages under Labor Code sections 201 and 202; (6) untimely wages during employment under Labor
23 Code section 204; (7) non-compliant wage statements under Labor Code section 226(a); (8) failure
24 to keep requisite payroll records under Labor Code section 1174(d); (9) unreimbursed business
25 expenses under Labor Code sections 2800 and 2802; and (10) violation of California Business &
26 Professions code section 17200 *et seq.* arising from violations of the California Labor Code released
27 herein. (“Released Class Claims”).

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1 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
2 California, pursuant to the California Labor Code Private Attorneys' General Act ("PAGA") and
3 shall release Defendant from all claims under the Private Attorneys General Act, Labor Code section
4 2698, et seq., alleged in the Operative Complaint in the Action and Plaintiffs letter to the LWDA
5 dated December 18, 2023, that arose during the PAGA Period; Plaintiff does not release any
6 Aggrieved Employee's individual claims for wages or damages.

7 11. The term "Aggrieved Employees" is hereby defined as all current and former
8 hourly-paid or non-exempt employees employed by Defendant in California at any time during the
9 PAGA Period. The PAGA Period means the period December 18, 2022, through November 29,
10 2024.

11 12. The Agreement is not an admission by Defendant, nor is this Final Approval
12 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
13 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
14 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
15 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
16 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
17 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
18 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
19 proceeding against Defendant by Plaintiff or vice versa in any court, administrative agency or other
20 tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this
21 Final Approval Order and Judgment, the Settlement, or any related agreement or release.
22 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
23 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records
24 on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral
25 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims
26 being released by the Settlement.

27 13. Notice of entry of this Final Approval Order and Judgment shall be given to
28 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice

1 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
2 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
3 in the Notice Packet.

4 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
6 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 15. If the Settlement does not become final and effective in accordance with the
9 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
10 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
11 and all orders entered in connection herewith shall be rendered null and void and shall be vacated,
12 and the Parties shall revert to their respective positions as of before entering into the Agreement,
13 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
14 including all available defenses and affirmative defenses, and arguments that any claim in the Action
15 could not be certified as a class action and/or managed as a representative action.

16 16. Except as set forth in the Agreement and this Final Approval Order and
17 Judgment, Plaintiffs, LWDA, Aggrieved Employees, and the Class shall take nothing in the Action.

18 17. The Parties are authorized, without further approval from the Court, to agree
19 to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits
20 attached thereto which are consistent with this Final Approval Order and Judgment and do not limit
21 the rights of the Parties or Class Members under the Agreement.

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

24 19. Plaintiff shall give notice of this Judgment to the Labor and Workforce
25 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
26 California Labor Code section 2699(s)(3).

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20. A Final Report (Nonappearance) Hearing will be held on _____ at _____ a.m. Plaintiff will file a report concerning the amount of money distributed five (5) court days in advance

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

DATED: _____, 2025

Hon. Harold W. Hopp
Judge, Superior Court for the State of California,
County of Riverside