

**Final Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu**

Genevieve Anda v. Cash Register Services, Inc.

Case No.: 24STCV01721

Hearing Date: September 1, 2026

FINAL RULING

BACKGROUND

Plaintiffs Genevieve Anda and Andre Ibarra sue their former employer, Defendant Cash Register Services, Inc. dba Truno, for alleged wage and hour violations. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

Plaintiff Ibarra filed his Complaint on January 22, 2024 in the Orange County Superior Court, and Plaintiff Anda filed her Complaint on January 23, 2024 in the Los Angeles Superior Court. Thereafter, Plaintiffs filed a First Amended Complaint in the Los Angeles Superior Court on September 30, 2025. The operative complaint alleges causes of action for: (1) Violation of B&PC §17200, et seq.; (2) Violation of Labor Code §§ 204, 510, 1194 and 1198; (3) Violation of Labor Code §§ 200, et seq.; (4) Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rate of Pay (Labor Code §226.7) (5) Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226; (6) Failure to Provide Meal Periods (Lab. Code §226.7); (7) Failure to Provide Rest Breaks (Lab. Code §226.7); (8) Failure to Reimburse Expenses (Lab. Code §2802); and (9) Violation of Labor Code §§2698-2699 (PAGA).

On July 9, 2025, the parties attended a full-day mediation before mediator Mark LeHocky, Esq., which ultimately resulted in settlement. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement*, a copy of which was filed with the Court on September 19, 2023.

On April 8, 2026, after the parties filed an Amendment to the agreement to address concerns raised by the Court, preliminary approval of the settlement was granted.

Notice was given to the Class Members as ordered (see Declaration of Missy Carey ("Carey Decl.")). Now before the Court is the Motion for Final Approval of the settlement.

SETTLEMENT CLASS DEFINITION

- For purposes of this Settlement, "Class" means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the Class Period. (¶1.5)
 - "Class Period" means the period from January 22, 2020, through September 7, 2025. (¶1.12)
- For purposes of this Settlement, "PAGA Members" means all of Defendant's current and former non-exempt employees who have worked in California for Defendant at any time from February 15, 2023, through September 7, 2025, whether or not the PAGA Members opt out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency. (¶1.4)
 - "PAGA Period" means the period from February 15, 2023 through September 7, 2025. (¶1.31)
- "Participating Class Member" means all Class Members who do not timely opt out of the Settlement. (¶1.35)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$725,000**, non-reversionary. (¶3.1)
 - Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 150 Class Members and (2) there are 14,755 Workweeks during the Class Period. If the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 1,475 Workweeks) above Defendant's estimate (i.e., more than 16,230 Workweeks), Defendant shall increase the Gross Settlement Amount pro rata for every additional workweek worked by the Class Members above that 10% threshold (i.e., if the actual number of workweeks worked by the Class Members is 11% larger than this estimate, the Gross Settlement Amount shall be increased by 1%). (¶9)
 - At final approval, the settlement administrator represents that the total number of workweeks worked by Participating Class Members during the Class Period is 13,029. (Carey Decl., ¶15.) Accordingly, the escalator clause was not triggered.
- The Net Settlement Amount ("Net") estimated at preliminary approval (**\$336,925**) is the GSA minus the following:
 - Up to **\$253,750** (35%) for attorney fees (¶3.4);
 - Up to **\$35,000** for attorney costs (*Ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for a service award to each proposed class representative (¶3.4);
 - Up to **\$6,825** for settlement administration costs (¶3.5); and
 - Payment of **\$72,500** PAGA penalty (75% or \$54,375 to the LWDA). (¶3.7)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)

- Individual Settlement Payment Calculation: Each Participating Settlement Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's number of Workweeks. (§13.6) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (§13.6.2)
 - PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties of \$18,125.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. (§13.7.1)
 - Tax Allocation: Each Participating Class Member's Individual Class Payment will be allocated as 20% to wages, 40% to interest and 40% to penalties (§13.6.1). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (§13.7.2)
- "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement. Class Members to whom Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (§11.43, as amended) The same deadline applies to the submission of workweek disputes. (§17.6)
 - If more than 10% of the Class Members opt-out of the Settlement, Defendant may, in its discretion, withdraw from this Settlement, subject to paying any of the Administration Expenses incurred to date. (§17.5.5)
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount within thirty (30) calendar days of the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes on that same date. All such funds shall be transmitted to the Administrator in accordance with the above schedule. (§14.3)
- Disbursement: Within 10 days after Defendant fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments. (§14.4)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (§14.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue"

subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.3)

- The settlement administrator will be Apex Class Action Administration. (¶1.2)
- The proposed settlement was last submitted to the LWDA on July 20, 2026. (Decl. of Alan Wilcox ISO Final, Exhibit 2.)
- Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Participating Class Members will fully and finally release and discharge claims against all Released Parties as follows: (¶5)
 - Released Class Claims By Participating Class Members: All Participating Class Members will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaints in the Actions, including the following claims: (i) failure to pay all regular wages, minimum wages, and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide or maintain complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to timely pay wages during employment; and (viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the claims or causes of action pleaded in the operative Actions (collectively, the "Released Class Claims"). This release shall apply to claims arising during the Class Period. (¶5.3)
 - Except as set forth in Paragraph 5.3 of this 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. (¶5.3.1)
 - 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. (¶5.4)
 - "PAGA Notices" means Plaintiffs' November 1, 2023, and February 15, 2024, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties

under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, and 2699. (¶1.33)

- “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns. (¶1.41)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶¶5.1-5.2)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order of April 8, 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.

Reaction of the class members to the proposed settlement.

Number of class members: 132 (Carey Decl., ¶5.)

Number of notice packets mailed: 132 (*Id.* at ¶7.)

Number of undeliverable notices: 3 (*Id.* at ¶9.)

Number of opt-outs: 1 (*Id.* at ¶11.)

Number of objections: 0 (*Id.* at ¶12.)

Number of participating class members: 131 (*Id.* at ¶14.)

Average individual payment: \$2,622.01 (*Id.* at ¶16.)

Highest individual payment: \$7,764.19 (*Ibid.*)

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

C. Attorney Fees and Costs

Class Counsel requests an award of **\$253,750 (35%)** in fees and **\$28,442.13** in costs. (Memo ISO Final at 7:25-27, 17:16-18.) The Settlement Agreement provides for up to \$253,750 (35%) for attorney fees and up to \$35,000 in costs (¶3.2.2).

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (Memo ISO Final at pp. 12-17.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents 35% of the gross settlement amount, which is above 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.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Attorneys	Rates	Hours	Totals
Bartz Law Group	\$650-925	107	\$85,533.00
United Employees Law Group	\$725	23.9	\$17,037.50
Wilshire Law Firm	\$775-950	167.1	\$141,797.50
Totals		298	\$244,368.00

(Declaration of Aaron A. Bartz ISO Final, ¶14, Exhibit 3; Declaration of Walter L. Haines ISO Final, ¶¶7-10; Declaration of Alan Wilcox ISO Final, ¶16.)

Counsel’s percentage-based fee request is higher than the unadjusted lodestar, and would represent application of a multiplier of approximately 1.04x. Notice of the fee request was provided to class members in the notice packet, and no one objected. (Carey Decl., ¶12, Exhibit A.)

Fee Split: Class Counsel represent that they have a written fee splitting agreement, and Plaintiffs provided written approval for this fee split. (Bartz Decl. ISO Prelim, ¶30.)

No evidence is presented suggesting a fee award at 35% is appropriate. There is nothing to suggest this case involved novel legal issues or particularly difficult facts. Plaintiffs’ counsel are experienced in wage and hour cases and do not show they took any risk in excess of that normally taken in any other contingent fee case of this type.

Fees are set at 33 1/3% of the GSA or **\$241,666.67**, which represents a reasonable percentage of the total funds paid by Defendant.

As for costs, Class Counsel is requesting a cost amount of **\$28,442.13**. This is less than the \$35,000 cap established at preliminary approval, which was disclosed to Class Members in the Notice and not objected to. (Carey Decl., ¶12, Exhibit A.) Counsel represents that costs include, but are not limited to: filing and service fees, Case Anywhere, mediation fees, and expert consultant fees. (Bartz Decl. ISO Final, ¶16, Exhibit 4; Haines Decl. ISO Final, ¶12; Wilcox Decl. ISO Final, ¶23, Exhibit 3.) These costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the Court hereby awards **\$241,666.67** in fees and **\$28,442.13** in costs.

D. Incentive Awards

The class representatives, Genevieve Anda and Andre Ibarra, seek enhancement payments of **\$10,000 each** for their contributions to the action. (Memo ISO Final at 18:21-23.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.)

Each Plaintiff represents that his or her contributions to this litigation include: discussing the case with their counsel, providing and reviewing documents and records with their counsel, being available during mediation, and reviewing the settlement. Plaintiff Anda estimates spending 50 hours on the case while Plaintiff Ibarra estimates 25 hours. (Declaration of Genevieve Anda ISO Final, ¶¶4-9; Declaration of Andre Ibarra ISO Prelim, ¶¶6-9.) In addition, Plaintiff Anda was terminated shortly after the complaints she lodged regarding Defendant’s wage and hour practices. By way of this settlement, Plaintiff Anda has waived a potentially meritorious wrongful termination claim.

Based on the above, as well as the benefits obtained on behalf of the class, the Court hereby grants the enhancement payment in the amount of **\$10,000** to Plaintiff Genevieve Anda and **\$7,500** to Plaintiff Andre Ibarra.

E. Settlement Administration Costs

The settlement administrator, Apex Class Action, LLC, is requesting **\$6,825** for the costs of settlement administration. (Carey Decl., ¶19.) This equals the cost of \$6,825 estimated at preliminary approval (¶3.5) and disclosed to the Class on the Notice form, to which there were no objections. (Carey Decl., ¶12, Exhibit A.) Based on the above, the Court hereby awards administration costs in the requested amount of **\$6,825**.

CONCLUSION AND ORDER

The Parties’ Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount (“GSA”) is **\$725,000**, non-reversionary. (¶3.1)
- The Court hereby approves and awards the following payments from the GSA:
 - **\$241,666.67** (33 1/3%) for attorney fees to Class Counsel, Bartz Law Group APC, United Employees Law Group PC, and Wilshire Law Firm, PLC (¶3.4);

- **\$28,442.13** for attorney costs to Class Counsel (*Ibid.*);
- **\$17,500 total** [**\$10,000** to Plaintiff Genevieve Anda and **\$7,500** to Plaintiff Andre Ibarra] for service awards to the class representatives (¶3.4);
- **\$6,825** for settlement administration costs to Apex Class Action, LLC (¶3.5); and
- **\$72,500** PAGA penalty (75% or \$54,375 to the LWDA; and 25% or \$18,125 to the Aggrieved Employees). (¶3.7)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)

The Court will sign the [PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT that Plaintiff electronically lodged on 7/20/26. However, the Court will make the following revisions consistent with the instant ruling:

- If no objectors appear at the hearing on the Parties' Motion for Final Approval of Class Action Settlement, then the Court will add a sentence to paragraph 13 reflecting that "No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement."
- In paragraph 14, the Court will add to the end of the sentence "and shall not be bound by this Settlement or Release."
- In paragraph 18, the amount of each Plaintiff's incentive award shall be amended from \$10,000 to **\$17,500 total** [**\$10,000** to Plaintiff Genevieve Anda and **\$7,500** to Plaintiff Andre Ibarra] for service awards to the class representatives;
- In paragraph 21, "the requested reasonable attorneys' fees of \$253,750.0" shall be amended to read "reasonable attorneys' fees of \$241,666.67."
- Paragraph 24 shall be amended to add that "Class Counsel is ordered to file and serve a Final Report re: Distribution of the settlement funds by **March 1, 2028**, and a Non-Appearance Case Review re Distribution of Settlement Funds is set for **March 8, 2028**, 8:30 a.m., Department 9."

Within 10 days of this order, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

THE COURT'S JUDICIAL ASSISTANT IS TO GIVE NOTICE TO THE MOVING PARTY (PLAINTIFF). THE MOVING PARTY IS TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: September 1, 2026




ELAINE LU
Judge of the Superior Court
Elaine Lu / Judge