

8/19/2026 5:58:29 PM

Clerk of the Superior Court
By T. Automation ,Deputy Clerk

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Dorota A. James (State Bar No. 309933)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com /
conor@ferrarovega.com / dorota@ferrarovega.com

Attorneys for Plaintiff Jack Barnes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JACK BARNES, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

v.

CALIFORNIA CENTER FOR THE ARTS,
ESCONDIDO, FOUNDATION and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2024-00021057-CU-OE-CTL

*Hon. Carolyn Caietti
Dept. 70*

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS AND
ENTERING JUDGMENT**

Action Filed: May 6, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On August 14, 2026, at 10:30 a.m. in this Department, the Court entered the Order Granting
4 Final Approval of Class Action Settlement and Attorneys' Fees and Costs and Entering
5 Judgment attached hereto as Exhibit 1.
- 6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
- 7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
- 9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: August 19, 2026

Ferraro Vega Employment Lawyers, Inc.



Connor J.D. Gómez

Nicholas J. Ferraro

Lauren N. Vega

Dorota A. James

Attorneys for Plaintiff Jack Barnes

EXHIBIT 1

FILED
San Diego Superior Court

AUG 14 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

RECEIVED
7/24/2026 6:51:05 PM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JACK BARNES, on behalf of others similarly
situated and the State of California under the
Private Attorneys General Act,

Plaintiffs,

v.

CALIFORNIA CENTER FOR THE ARTS,
ESCONDIDO, FOUNDATION and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2024-00021057-CU-OE-CTL

Hon. Carolyn Caietti
Dept. 70

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND ENTERING JUDGMENT

Motion for Final Approval Hearing:

Date: August 14, 2026
Time: 10:30 a.m.

[Filed concurrently with Plaintiff's Notice of
Unopposed Motion and Motion for Final
Approval of Class Action Settlement, Plaintiff's
Memorandum of Points and Authorities,
Declaration of Conor J.D. Gómez, Declaration
of Settlement Administrator, and Declaration of
Plaintiff Jack Barnes]

Action Filed: May 6, 2024

1 This matter came on for hearing on August 14, 2026, at 10:30 a.m. in Department 70 of the
2 above-captioned Court, the Honorable Carolyn Caietti presiding, on (1) Plaintiff's Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiff's Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement ("Settlement"), the evidence and documents received by the Court
6 in connection with the Motions for Final Approval and Attorneys' Fees and Costs, and the previously
7 decided Motion for Preliminary Approval, the Court GRANTS FINAL APPROVAL of the Settlement
8 and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

9 1. The Court, for purposes of this Order, adopts and uses all defined terms as set forth and
10 defined in the Settlement filed in this case (the "Action").

11 2. The Court confirms certification, for settlement purposes only, of the Class as defined
12 in the Settlement and approved at the preliminary approval stage.

13 3. PAGA Members are all individuals currently or formerly employed by Defendant in
14 California as hourly, non-exempt employees from April 29, 2023 through January 13, 2026.

15 4. The Class Period means May 6, 2020, through the date of preliminary approval (January
16 13, 2026).

17 5. The PAGA Period means April 29, 2023 through January 13, 2026.

18 6. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
19 and the Settlement, the Class Notice was sent to each Class Member by first-class U.S. mail. The
20 Class Notice informed the Class of the terms of the Settlement, their right to receive an Individual
21 Class Payment and Individual PAGA Payment without any required action, their right to comment
22 upon or object to the Settlement, and their right to appear in person or by counsel at the Final Approval
23 Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
24 for each of these procedures.

25 7. Zero Class Members returned a written objection to the proposed Settlement as part of
26 the notice process or stated an intention to appear at the Final Approval Hearing and there we no
27 dissenting appearances from any Class Members at the hearing. No Class Members requested
28 exclusion from the Settlement.

1 8. The Court finds and determines the Class Notice procedure afforded adequate protection
2 to the Class and provides the basis for the Court's informed decision regarding approval of the
3 Settlement based on the response. The Court finds and determines the Class Notice provided was the
4 best notice practicable, satisfying the requirements of law and due process.

5 9. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
6 proposed Class is ascertainable and so numerous that joinder of all Class Members is impracticable;
7 (b) there are questions of law or fact common to the proposed Class, and there is a well-defined
8 community of interest among members of the Class with respect to the subject matter of the claims;
9 (c) the claims of the Class Representative are typical of the claims of the Class; (d) the Class
10 Representative has and will fairly and adequately protect the interests of the Class; (e) a class action
11 is superior to other available methods for an efficient adjudication of this controversy in the context of
12 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
13 to serve as "Class Counsel" in this action.

14 10. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
15 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
16 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
17 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
18 extensive investigation, research, and informal discovery, and that their attorneys were able to
19 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
20 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
21 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
22 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
23 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
24 forth herein.

25 11. The Court finds and determines the Administration Expenses of \$7,500 incurred by the
26 Administrator in administering the Settlement are fair and reasonable. The Court orders these
27 Administration Expenses be paid in accordance with the terms of the Settlement.

1 12. The Court finds and determines the Service Payment of \$10,000 to Plaintiff Barnes is
2 fair and reasonable. The Court orders the Service Payment be paid in accordance with the terms of
3 the Settlement.

4 13. The Court finds and determines payment to the California Labor and Workforce
5 Development Agency of \$15,000, as its 75% share of the civil penalties under the Private Attorneys
6 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
7 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
8 General Act pursuant to Labor Code § 2699(s)(2).

9 14. Pursuant to the terms of the Settlement and the statutory provisions authorizing
10 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
11 for Attorneys' Fees, the Court awards Plaintiff's Counsel payment of the Attorneys' Fees of \$115,500
12 and Litigation Costs of \$17,570.49. Class Counsel has sufficiently explained the basis for the fee
13 award based on a percentage of the fund. The Court finds such amounts to be fair and reasonable.
14 The Court orders the Settlement Administrator to make these payments in accordance with the
15 Settlement.

16 15. The Administrator is hereby directed to distribute the Gross Settlement Amount as
17 contemplated under the Settlement, including any unclaimed funds which shall be sent to the State of
18 California's Unclaimed Property Division, without the need to submit a separate amended Order.

19 16. Without affecting the finality of this Order or the entry of judgment in any way and
20 pursuant to C.C.P. Section 664.6, the Court retains jurisdiction of the Parties, their counsel, the
21 Administrator, and all matters relating to the interpretation, administration, implementation, and
22 enforcement of this Order and the Settlement.

23 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
24 the Settlement or under this Order, including the requirement that Defendant make payments to Class
25 Members in accordance with the Settlement.

26 18. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
27 Settlement, in accordance with this Final Approval Order and Judgment.
28

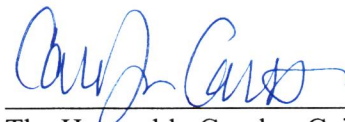
1 19. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
2 Entry of Judgment with the Court.

3 20. A status conference to confirm
4 distribution of the settlement is
5 scheduled for 4/16/27 at 9:45 a.m. in
6 Dept. 70.

7
8 **IT IS SO ORDERED.**

9
10 Date: _____

8/14/26



The Honorable Carolyn Caietti
Judge of the Superior Court

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 8/14/2026

JUDICIAL OFFICER: CAROLYN M. CAIETTI

CASE NO.: 37-2024-00021057-CU-OE-CTL

CASE TITLE: Barnes vs California Center for the Arts Escondido Foundation [EFILE]

Plaintiff Jack Barnes' unopposed Motion for Final Approval of Class Action Settlement and Motion for Attorney Fees and Costs are **GRANTED**.

This motion seeks final approval of the parties' proposed \$350,000 wage and hour class action and PAGA settlement.

The Court granted preliminary approval of the settlement. (ROA 30 – Order filed January 13, 2026; ROA 29 – Minute Order.) There is no opposition to these motions.

The settlement class is certified for purposes of settlement. The class action settlement is fair, adequate and reasonable, including the Gross Settlement Amount of \$350,000.

Class counsel is awarded \$115,500 in attorney fees and \$17,570.49 in litigation costs. Plaintiff's service award of \$10,000 and the PAGA award of \$20,000 (75% to LWDA (\$15,000) and 25% to the aggrieved employees (\$5,000)) are approved. The Court also approves \$7,500 in settlement administration expenses to Phoenix Settlement Administrators.

The class consists of 241 class members. Of the notices sent, one remains undeliverable. There were zero objections, zero work week disputes, zero requests for exclusion and zero requests for additions. (Plaintiff's memorandum states four members opted out, but this is not reflected in the Settlement Administrator's declaration.) The Court finds the settlement to be fair, adequate and reasonable. (See, e.g., *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01; Cal. Rules of Ct. rule 3.769(g).) The reasonableness of the settlement is further demonstrated by the fact that there is no opposition, objections, nor requests to be excluded. The escalation clause was not triggered.

Plaintiff requests \$115,500 in attorney fees, which is 33.33% of the gross settlement amount. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) Plaintiff's counsel worked 118 hours, excluding administrative time, resulting in a 1.43 multiplier.

Plaintiff requests \$17,570.49 in litigation costs, which is less than what was anticipated and is approved.

Plaintiff also requests \$7,500 in settlement administration costs, which is substantiated by the Declaration of Mayra Gonzalez. (ROA 37.) This amount is reasonable and approved.

Incentive payments to class representatives “must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.” (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the “risk to the class representative in commencing suit” and any “notoriety and personal difficulties” he or she encounters as a result of the litigation. (*Id.*, at p. 1394.)

Plaintiff does not estimate the number of hours worked on this case, but declares he spent “a considerable amount of time working on my case, during personal and family time outside of work hours.” (ROA 36 – Declaration of Jack Barnes, at ¶ 36.) Plaintiff detailed his work on the case and the risks he took in filing it. The incentive payment is reasonable, uncontested and appropriate to compensate Plaintiff for his efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint’s factual allegations and do not extend beyond the scope of its allegations. (*Amaro*, supra.)

The PAGA portion of the settlement also appears fair, reasonable and adequate in terms of PAGA’s purposes to remediate present labor law violations, deter future ones and to maximize enforcement of state labor laws. (*Muniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiff previously provided the LWDA with notice of this case and the proposed settlement. (ROA 21 – Ex. 2.)

For these reasons, the motion is **GRANTED**.

Concluding Orders

The Court **SETS** a status conference on February 5, 2027, at 9:45 a.m. to confirm distribution of the settlement.

The Court will: (i) modify the proposed order to reflect the status conference; and (ii) sign and date the proposed order. (ROA 38.) That order will reflect the Court’s final ruling on the motions.