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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANDRES QUIJANO, an individual, on
behalf himself and all others similarly
situated,

Plaintiff,

v.

SOUTH ITALIA HUNTINGTON
BEACH, LP, a California Limited
Partnership, and DOES 1 TO 50,
Defendants.

CASE NO.: 24STCV08676
[Unlimited Jurisdiction]

*[Assigned for all purposes to Dept. 1, Hon.
Theresa M. Traber]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AGREEMENT**

Hearing Date: December 8, 2025

Time: 10:30 a.m.

Dept.: 1

Judge: Hon. Theresa M. Traber

1 **[PROPOSED] ORDER**

2 Plaintiff Andres Quijano's ("Plaintiff") Motion for Final Approval of Class Action
3 Settlement ("Motion") came regularly for hearing before this Court on December 8, 2025. The
4 Court has reviewed the proposed Amended Joint Stipulation Of Settlement And Release (the
5 "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Martin Sullivan filed
6 concurrently with the Motion; Plaintiffs' Motion for Final Approval of Class Action Settlement,
7 Memorandum Of Points And Authorities In Support Thereof, And Supporting Declarations Filed
8 Therewith; and good cause appearing,

9 HEREBY ORDERS THE FOLLOWING:

10 The Court has reviewed and considered the Memorandum of Points and Authorities in
11 support of the Motion, the Declaration of Class Counsel, and the exhibits in support of the
12 Motion, including the Settlement Agreement between Plaintiff and Defendant South Italia
13 Huntington Beach, LP ("Defendant") (Plaintiff and Defendant shall be referred to collectively as
14 the "Parties").

15 The Order hereby incorporates by reference the definitions in the Settlement Agreement
16 as though fully set forth herein, and all terms used herein shall have the same meaning as
17 set forth in the Settlement Agreement.

18 NOW THEREFORE, having read and considered the foregoing, the Court HEREBY
19 MAKES THE FOLLOWING FINDINGS:

- 20 1. Plaintiffs Motion for Final Approval of Class Action Settlement is GRANTED.
- 21 2. In accordance with the Settlement Agreement, Judgment shall be entered pursuant to its
22 terms, in the amount of \$248,000, plus Defendant's share of payroll taxes and
23 withholdings, which shall be paid separately from and in addition to the Gross Settlement
24 Amount.
- 25 3. Solely for purposes of effectuating the Settlement, this Court has certified a class
26 ("Class") defined as:
27 *all individuals who are or were employed by Defendant as nonexempt employees in*
28 *California at any time between April 8, 2020, and June 3, 2025.*

- 1 4. The notice provided to the Class Members conforms with the requirements of California
2 Code of Civil Procedure section 382, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any
4 other applicable law, and constitutes the best notice practicable under the circumstances,
5 by providing individual notice to all Class Members who could be identified through
6 reasonable effort, and by providing due and adequate notice of the proceedings and of the
7 matters set forth therein. The notice fully satisfies the requirements of due process.
- 8 5. The Court finds that zero (0) Class Members objected to the Settlement.
- 9 6. The Court finds that three (3) Class Members requested to be excluded from the Class
10 portion of the settlement and the release of class claims.
- 11 7. Upon the date that Defendant has fully funded the Settlement and funds all employer
12 payroll taxes owed on the Wage Portion of the Individual Class Payments, all
13 participating Class Members shall have, by operation of this Judgment, be deemed to
14 have fully and finally released Defendant South Italia Huntington Beach, LP and all of
15 its former and present employees, shareholders, partners, limited partners, officers,
16 directors, managers, agents, owners, attorneys, insurance carriers, parents, subsidiaries,
17 divisions, partnerships, or affiliated organizations, entities, partnerships, companies, and
18 corporations (whether previously or hereafter affiliated in any manner), Gianni Chiloiro,
19 Alessandro Ciaccia, South Italia, LLC, Nardo LA, LP, Nardo Culver City, LP, and the
20 respective predecessors, successors and assigns of all of the foregoing, of the following
21 released class claims: all disputes, causes of action, and/or claims which are pled or could
22 have been pled in or arising from the factual allegations in the operative complaint, which
23 arose during the Class Period, including, but not limited to, claims for: (1) Failure to Pay
24 All Minimum Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest
25 Periods and Pay Missed Rest Period Premiums; (4) Failure to Provide Meal Periods and
26 Pay Missed Meal Period Premiums; (5) Failure to Maintain Accurate Employment
27 Records; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Pay All
28 Wages Earned and Unpaid at Separation; (8) Failure to Reimburse for Necessary

1 Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements; (10)
2 Conversion; (11) Accounting; (12) Violations of California’s Unfair Competition Law
3 (Bus. & Prof. Code, §§ 17200–17210), and (13) all claims for liquidated damages,
4 interest, attorneys’ fees, and costs based on the foregoing. These Released Class Claims
5 are identified under California Labor Code §§ 201, 202, 203, 203.1, 204, 210, 218, 218.5,
6 226, 226.3, 226.7, 227.3, 232, 232.5, 351, 353, 510, 512, 558, 558.1, 1102.5, 1174, 1185,
7 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2084, IWC Wage Orders, and
8 UCL violations pursuant to Cal. Bus. & Prof. Code §17200 et seq. The Released Class
9 Claims also include any and all claims for relief alleged or sought in the Lawsuit, whether
10 based in statute, the California or U.S. constitutions, contract, or common law, including
11 but not limited to, any and all claims for damages, interest, attorney fees, litigation costs,
12 and equitable relief.

13 8. Upon the date that Defendant has fully funded the Settlement and funds all employer
14 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved
15 Employees, shall have, released Defendant South Italia Huntington Beach, LP and all of
16 its former and present employees, shareholders, partners, limited partners, officers,
17 directors, managers, agents, owners, attorneys, insurance carriers, parents, subsidiaries,
18 divisions, partnerships, or affiliated organizations, entities, partnerships, companies, and
19 corporations (whether previously or hereafter affiliated in any manner), Gianni Chiloiro,
20 Alessandro Ciaccia, South Italia, LLC, Nardo LA, LP, Nardo Culver City, LP, and the
21 respective predecessors, successors and assigns of all of the foregoing, of the following
22 released PAGA claims: all claims for penalties, fees, and costs Pursuant to the Labor
23 Code Private Attorneys General Act of 2004 (“PAGA”) for violations of the California
24 Labor Code set forth in the operative complaint or the initiating PAGA notice letter,
25 comprising Sections 201, 202, 203, 203.1, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3,
26 232, 232.5, 351, 353, 510, 512, 558, 558.1, 1102.5, 1174, 1185, 1194, 1194.2, 1197,
27 1197.1, 1198, 1198.5, 1199, 2802, and 2084, that arose during the PAGA Period.

28 9. Plaintiff shall have, by operation of this Order, be deemed to have expressly waived and

1 relinquished the Released Parties from any and all claims, demands, rights, liabilities,
2 and/or causes, of any form whatsoever, whether known or unknown, unforeseen,
3 unanticipated, unsuspected or latent, that have been or could have been asserted by
4 Plaintiff or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly,
5 representatively, derivatively or in any other capacity, against Defendant or any of the
6 other Released Parties, arising at any time prior to entry of the Final Order and
7 Judgment, and shall waive all rights and benefits under Civil Code § 1542.

8 10. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the
9 methodology used to calculate and pay each Participating Class Member's Individual
10 Settlement Awards and PAGA penalties to Eligible PAGAs are fair and reasonable, and
11 authorizes the Settlement Administrator to pay the Individual Settlement Awards to
12 Participating Class Members and the PAGA penalties to PAGA Aggrieved Employees in
13 accordance with the terms of the Settlement Agreement.

14 11. Pursuant to this Judgment, Class Counsel is awarded attorneys' fees in the amount of
15 \$82,666.66 for their services in connection with the litigation and resolution of the claims
16 asserted in this action, to be paid from the Gross Settlement Amount pursuant to the terms
17 of the Stipulation. Following this Court's lodestar cross-check, the Court finds that the
18 number of hours Class Counsel spent prosecuting this Action to be reasonable and that
19 Class Counsel's hourly rates are reasonable and in line with the prevailing rates in the
20 community.

21 12. Class Counsel is awarded \$12,369.91 in costs and expenses, to be paid from the Gross
22 Settlement Amount pursuant to the terms of the Stipulation.

23 13. Plaintiff Andres Quijano shall be paid from the Gross Settlement Amount a Class
24 Representative Service Award in the amount of \$7,000 for his time and effort in bringing
25 and presenting the Action and for releasing her Released Claims.

26 14. The Court approves a PAGA payment to the California Labor & Workforce Development
27 Agency ("LWDA") in the amount of \$6,000 (i.e., 75% of the PAGA penalties of
28 \$8,000), and a payment of the remaining 25% (\$2,000) of the PAGA penalties to be

1 allocated towards Individual PAGA Payments to the Aggrieved Employees.

2 15. The Court approves Settlement Administration Costs in the amount of \$6,350 to be paid
3 to ILYM Inc. from the Gross Settlement Amount.

4 **Total Deductions**

5 16. The total itemized deductions from the \$248,000.00 gross settlement amount are as
6 follows:

7 \$82,666.66 – Attorneys’ Fees

8 \$12,369.91 – Attorneys’ Costs

9 \$7,000 – Service Award

10 \$8,000 – PAGA portion (including 25% aggrieved employee share)

11 \$6,350 – Claims Administrator Fees

12 = \$131,613.43 to be distributed to the Class.

13 17. Defendant’s share of payroll taxes will be paid by Defendant separately from the Gross
14 Settlement Amount.

15 18. The Parties shall implement the Settlement Agreement according to its terms.

16 19. The Settlement Administrator shall file a report concerning the amount of money
17 distributed by _____, 2026. A non-appearance hearing regarding the
18 Final Accounting Report is scheduled for _____, 2026.

19 20. Without affecting the finality of this Order, this Court shall retain jurisdiction with respect
20 to all matters related to enforcing the Agreement and/or Judgment, addressing settlement
21 administration matters, and addressing post-Judgment matters as permitted by law.

22 21. The Court directs that judgment be entered against Defendant in the amount of
23 \$248,000.00, plus Defendant’s share of payroll taxes and withholdings, in accordance
24 with the terms of this Order and the Settlement Agreement.

25 22. The Settlement Administrator shall post notice of this Judgment on its website within
26 seven (7) days after entry of this Judgment.

27 23. This Judgment is intended to be a final disposition of this Action in its entirety and is
28 intended to be immediately appealable.

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IT IS SO ORDERED.

Dated: _____

Judge of the Superior Court, County of Los
Angeles

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