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and all others similarly situated

Electronically Filed by
Superior Court of California,
Contra Costa County
12/29/2025
By: N. McCallister-Villa, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA
(*UNLIMITED JURISDICTION*)

CRUZ DE LEON SERRANO and GRACIELA RODRIGUEZ, on behalf of themselves and all others similarly situated, and the general public, and as "Aggrieved Employees" on behalf of other "Aggrieved Employees" under the Private Attorneys General Act of 2004,

Plaintiffs,

vs.

KOHANA COFFEE, LLC; WESTROCK COFFEE COMPANY; WESTROCK COFFEE COMPANY, LLC; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: C24-02642

[*Assigned for all purposes to The Honorable Edward G. Weil, Dept. 39*]

[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Action filed:	1/9/2024
Hearing Date:	12/18/2025
Hearing Time:	9:00 a.m.
Hearing Dept:	39, Hon. Edward G. Weil

Plaintiffs Cruz De Leon Serrano and Graciela Rodriguez's ("Plaintiffs") unopposed Motion for Final Approval of the Class Action and PAGA Settlement was scheduled for hearing before the Court on December 18, 2025, at 9:00 a.m., the Honorable Edward G. Weil, Judge presiding.

In accordance with the Court's prior Order for Preliminary Approval of Class Action Settlement, Class Members have been given notice of the terms of the Settlement and the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the motions for preliminary and final approval of the Settlement, the Court grants final approval of the Settlement. A copy of the Tentative Ruling granting final approval of the Settlement is attached hereto as **Exhibit A**. The Court HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING DETERMINATIONS:

1. The Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members who did not request to be excluded from the Settlement. Pursuant to this Court's Order Granting Motion for Preliminary Approval of Class Action Settlement of August 19, 2025, the Class Notice was sent to each Class Member by First Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement, their right to receive their proportional share of the Settlement, their right to request exclusion, their right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the final approval hearing and be heard regarding final approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class presented written objections to the proposed Settlement as part of this notice process, stated an intention to appear, or actually appeared at the final approval hearing.

2. For purposes of this Final Order and Judgment, the terms "Class" or "Class Members" means all persons who worked for Defendant Kohana Coffee, LLC as non-exempt employees in California at any time during the Class Period. "Class Period" means the time from October 1, 2020 to October 5, 2024.

3. For purposes of this Final Order and Judgment, the term "Aggrieved Employee" means all persons who worked for Defendant Kohana Coffee, LLC as non-exempt employees in the State of California at any time during the PAGA Period. "PAGA Period" means June 25, 2023 to October 5, 2024.

4. For purposes of this Final Order and Judgement, the term "Released Class Claims" means are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Lawsuit during the Class Period.

5. For purposes of this Final Order and Judgement, the term "Released PAGA Claims" means the PAGA claims asserted pled in the Operative Complaint and the PAGA Notices, or that could have been reasonably pled based on the factual allegations pled in the Operative Complaint and the PAGA Notices, on behalf of all hourly non-exempt persons employed by Defendant Kohana Coffee, LLC in California for the PAGA Period.

6. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process as to all persons entitled to such notice.

7. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement, including the release of claims contained therein, should be and hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement according to its terms. Once the Settlement Administrator has sent the Individual Settlement Payment from the Gross Settlement Amount to Class Members who have not timely submitted his/her Opt-Out, and for the duration of the Class Period, all Class Members are hereby deemed to have waived and released all Released Class Claims and are forever barred and enjoined from prosecuting the Released Class Claims and the Released PAGA Claims against the Released Parties as fully set forth in the Settlement. No objections were received by the Parties or the Court through the date of this Final Order and Judgment. The Court finds that no Class Member

submitted a request for exclusion from the Settlement as determined by the Settlement Administrator. Once the Settlement Administrator has sent the Individual Settlement Payment from the Gross Settlement Amount to PAGA Members for the duration of the PAGA Period, all PAGA Members are hereby deemed to have waived and released all Released PAGA Claims and are forever barred and enjoined from prosecuting the Released PAGA Claims against the Released Parties as fully set forth in the Settlement.

8. The Court finds and determines that (a) the Individual Settlement Payments to be paid to participating and eligible Class Members and to the Aggrieved Employees; and (b) the $13,000.00 LWDA Payment under the California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts be made to the participating and eligible Class Members and to the California Labor & Workforce Development Agency, in accordance with the terms of the Settlement.

9. The Court further grants final approval to and orders that the following payments be made in accordance with the terms of the Settlement:

a. Attorneys' Fees in the amount of 43,333.33 and litigation expenses in the amount of $5,884.23 to Class Counsel; Five percent (5%) of the attorney's fees are to be withheld by the Settlement Administrator pending satisfactory compliance as found by the Court.

b. $7,500.00 each as a Class Representative Enhancement Payment payable Plaintiffs Cruz De Leon Serrano and Graciela Rodriguez for their service as the class representative; and

c. $6,500.00 in Settlement Administrator's Fees payable to Phoenix Settlement Administrators for its services as the Settlement Administrator.

10. The settlement administration shall proceed as directed in the Settlement, and no payments pursuant to the Settlement shall be distributed until after the date the Effective Date. Without affecting the finality of this Final Order and Judgment in any way, the Court retains

jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of Court 3.769(h).

11. Defendant Kohana Coffee, LLC shall fund the Gross Settlement Amount in two installments: the first payment of $70,000 shall be made 30 days after the Court's Order finally approving the Settlement and the second payment of $60,000 shall be made 60 days after the Court's Order finally approving the Settlement, as set forth in the Settlement. Defendant shall separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant's payment of such sums shall be the sole financial obligation of Defendant under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

12. Nothing in this Final Order and Judgment shall preclude any action to enforce the Parties' obligations under the Settlement or hereunder, including the requirement that Defendants deposit funds for distribution by the Settlement Administrator to participating Class Members in accordance with the Settlement.

13. The Court hereby enters final Judgment in this case in accordance with the terms of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement, and this Final Order and Judgment.

14. The Parties are hereby ordered to comply with the terms of the Settlement.

15. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

16. The Settlement is not an admission by Defendant nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendant and shall not be used as an admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and Judgment, Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or

proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and the Released PAGA Claims.

17. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h).

18. The Court sets a Compliance Hearing on October 8, 2026 at 9:00 a.m. in Department 39 of this Court. Plaintiffs' counsel shall file a compliance statement at least one week prior to the hearing.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date: 12/18/2025, 2025

Hon. Edward Weil

~~Honorable Edward G. Weil~~
Judge of the Contra Costa Superior Court

EXHIBIT A

[redacted]

[redacted]

[redacted]

9. 9:00 AM CASE NUMBER: C24-02642
CASE NAME: CRUZ SERRANO VS. KOHANA COFFEE, LLC
*HEARING ON MOTION IN RE: FINAL APPROVAL SET BY THE COURTROOM
FILED BY:
TENTATIVE RULING:

Plaintiffs Cruz De Leon Serrano and Graciela Rodriguez move for final approval of their class action and PAGA settlements with defendant Kohana Coffee LLC.

A. Background and Settlement Terms

The original complaint was filed by plaintiffs on October 1, 2024, raising class action claims and PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation.

The settlement would create a gross settlement fund of $130,000. The class representative payment to plaintiff would be up to $7,500 for each plaintiff ($15,000 total). Attorney's fees would be

$43,333.33 (one-third of the settlement). Litigation costs would not exceed $6,500 ($5,884.23 actually are sought). The settlement administrator's costs would be $6,500. PAGA penalties would be $20,000. Because the LWDA notices in question were filed after June 19, 2024, the employees would receive a 35% share of PAGA penalties, or $7,000. (Labor Code §2699(m), (v)(1).) The net amount paid directly to the class members would be about $55,667. The fund is non-reversionary. Based on the estimated class size of 128, the average net payment for each class member/aggrieved employee is approximately $434.

The proposed settlement would certify a class of all former non-exempt employees employed by Defendants during the class period. (The facility has closed, so there are no current employees in the class.)

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and would be tendered to the State Controller's unclaimed property fund.

Since preliminary approval, notice has been given to the class. 123 notice packages were mailed. Only 4 notices remain undeliverable. No objections have been received. No requests for exclusion have been received.

The settlement contains release language (See Par. 5.2.) covering "all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint[.]" Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id*., quoting *Marshall v. Northrop Grumman Corp*. (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory."])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra,* 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id*., at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount ($43,333.33) as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id*., at 505.) Counsel have calculated a lodestar of $56,355, based on 86.70 hours by attorney Maralle Messrelian at $650 per hour. This resulted in an imputed multiplier of 0.769. No adjustment is necessary. The requested attorney's fees are reasonable and are approved.

Litigation costs of $5,884.23 are reasonable and are approved.

Settlement administration costs of $6,500 are reasonable and are approved.

The requested representative payment of $7,500 for each of the two plaintiffs is reviewed now, under the criteria for evaluation of representative payment requests are discussed in *Clark v.*

American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807. Mr. Serrano attests that he has given a general release of claims, but identifies no additional claims of value that he had. He was actively involved in the case and estimates that he spent at least 18 hours of time on it. He also is concerned that his role in this case could affect his future employment prospects. Ms. Rodriguez submits a similar declaration, estimating that she spent 16.5 hours on the case. All things considered, the representative payments are approved in the amount of $7,500 each.

D. Conclusion

The Court finds that the proposed settlement is fair, reasonable, and adequate, and approves it. **The motion is granted**.

Counsel are directed to prepare an order reflecting this tentative ruling, and the other findings in the previously submitted proposed order. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, which shall be set in consultation with the Department Clerk. **Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court**.

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