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

BRANDON LEE SMITH, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

SAN DIEGO COUNTRY ESTATES  
ASSOCIATION; and DOES 1 through 10,  
inclusive,

Defendants.

Case No.: 37-2024-00025729-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Evan  
P. Kirvin, Dept. C-69]*

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: C-69

Action Filed: May 31, 2024

1 Plaintiff Brandon Lee Smith’s (“Plaintiff”) Motion for Preliminary Approval of Class  
2 Action and PAGA Settlement came before this Court on May 22, 2026, at 9:00 a.m., in  
3 Department C-69 of the Superior Court of California, County of San Diego, Hall of Justice  
4 located at 330 West Broadway, San Diego, California 92101. On January 2, 2026, this Court  
5 issued an Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and  
6 PAGA Settlement. Plaintiff now seeks an order granting final approval of the Class Action and  
7 PAGA Settlement Agreement (“Settlement”), a copy of which is attached to the Declaration of  
8 John G. Yslas in Support of Plaintiff’s Motion for Preliminary Approval of Class Action  
9 Settlement as **Exhibit 1**.

10 Having received and considered the Settlement, the supporting papers filed by the  
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval  
12 of Class Action Settlement granted on January 2, 2026, and the instant Motion for Final  
13 Approval of Class Action and PAGA Settlement and supporting papers, the Court grants final  
14 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING  
15 DETERMINATIONS:

16 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
17 including all Settlement Class Members.

18 2. The Court finds that the Class, as defined below, is properly certified as a class for  
19 settlement purposes only:

20 all current and former non-exempt employees of Defendant in the State of California during  
21 the Class Period.

22 3. “Class Period” means the period from May 31, 2020, to April 8, 2025.

23 4. The Court hereby confirms Plaintiff Brandon Lee Smith as the class representative  
24 for settlement purposes only.

25 5. The Court hereby confirms John G. Yslas, Eugene Zinovyev, John Brown, Gabriella  
26 Solé, Aram Boyadjian, Lisa B. Iturriaga, and Courtney M. Miller of Wilshire Law Firm, PLC as  
27 Class Counsel for settlement purposes only.

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1           6.       The Class Notice provided to the Class Members conforms with the requirements  
2 of California 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 other  
4 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
5 individual notice to all Class Members who could be identified through reasonable effort, and by  
6 providing due and adequate notice of the proceedings and of the matters set forth therein to the  
7 other Class Members. The notice fully satisfied the requirements of due process.

8           7.       The Court finds the Settlement was entered into in good faith, that the Settlement is  
9 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable  
10 requirements for final approval of this class action settlement under California law, including the  
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
12 3.769.

13           8.       The Settlement Agreement is not an admission by Defendant, nor is this Order a  
14 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,  
15 the Settlement, nor any document referred to herein, nor any action taken to carry out the  
16 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing,  
17 omission, concession, or liability whatsoever by or against Defendant.

18           9.       No Class Members have objected to the Settlement.

19           10.      No Class Members have requested exclusion from the Settlement.

20           11.      Defendant shall fully fund the Gross Settlement Amount in three (3) equal  
21 installments to the Administrator: (i) the first installment payment shall be made within 30 days of  
22 Final Approval; (ii) the second installment payment shall be made within 6 months of the first  
23 payment; and (iii) the third installment payment shall be made within 6 months of the second  
24 payment. Additionally, Defendant shall fully fund Defendant's share of payroll taxes by  
25 transmitting the funds to the Administrator no later than the date of the third installment payment.

26           12.      Within 10 days after Defendant funds the Gross Settlement Amount, the  
27 Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments,  
28 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

1 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service  
2 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
3 Payment, and the Class Representative Service Payment shall not precede disbursement of  
4 Individual Class Payments and Individual PAGA Payments.

5 13. Within seven (7) days of receiving a returned check the Administrator must re-mail  
6 checks to the USPS forwarding address provided or to an address ascertained through the Class  
7 Member Address Search.

8 14. In addition to any recovery Plaintiff may receive under the Settlement, and in  
9 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves  
10 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff  
11 Brandon Lee Smith of \$10,000.00.

12 15. The Court approves payment from the Gross Settlement Amount for civil penalties  
13 under PAGA in the amount of \$45,000.00 with the LWDA to receive 65% (\$29,250.00), and the  
14 remaining 35% (\$15,750.00) to be distributed to Aggrieved Employees, defined as all persons who  
15 worked for Defendant in California as an hourly-paid non-exempt employee at any time from April  
16 16, 2023, to July 25, 2025 ("PAGA Period"). The Court finds and determines that such payment  
17 is fair, reasonable, and appropriate.

18 16. The Court approves payment from the Gross Settlement Amount for attorneys' fees  
19 to Class Counsel in the amount of \$300,000.00, and the reimbursement of litigation costs in the  
20 amount of \$17,528.69. Both are reasonable amounts. The reasonableness of the fee award is  
21 determined based on a reasonable percentage of the common fund obtained for the Class. The  
22 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages  
23 efficient litigation practices and reflects the actual benefit obtained for the Class.

24 17. The Court approves payment from the Gross Settlement Amount in the amount of  
25 \$9,950.00 to ILYM Group Inc. for its performance of settlement administration services.

26 18. Individual Class Payment and Individual PAGA Payment checks will be valid for  
27 180 days after mailing by the Settlement Administrator. After the 180-day check validity period,  
28 unclaimed or uncashed settlement checks will be cancelled and the Administrator shall transmit

1 the funds represented by such checks to the California Controller's Unclaimed Property Fund in  
2 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of  
3 the California Code of Civil Procedure section 384, subd. (b).

4 19. Released Class Claims: Effective on the date when Defendant fully funds the Gross  
5 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
6 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
7 Released Parties as follows: All Participating Class Members release Released Parties from all  
8 claims, rights, demands, liabilities, and causes of action alleged or which could have been  
9 reasonably alleged based on the Class Period facts alleged in the Operative Complaint. The  
10 Released Class Claims are those that accrued during the Class Period.

11 20. Released PAGA Claims: Effective on the date when Defendant fully funds the Gross  
12 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
13 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all  
14 Released Parties as follows: All Aggrieved Employees are deemed to release the Released Parties  
15 from all claims for PAGA civil penalties that are alleged, or reasonably could have been alleged,  
16 based on the facts alleged in the PAGA Notice and Operative Complaint. The Released PAGA  
17 Claims are those that accrued during the PAGA Period.

18 21. This Court shall retain jurisdiction with respect to all matters related to the  
19 implementation, interpretation, administration, effectuation and enforcement of this Order and the  
20 Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the  
21 lawsuit, including but not limited to all matters related to the settlement and the determination of  
22 all controversies relating thereto.

23 22. A Settlement Compliance Hearing is set for May 21, 2027, at \_\_\_\_\_ a.m./p.m. or a  
24 date and time soon thereafter more convenient for the Court: \_\_\_\_\_, at  
25 \_\_\_\_\_ a.m./p.m. in Dept. C-69 of the above-captioned Court.

26 23. A final report from the Settlement Administrator indicating that disbursements were  
27 made pursuant to the Settlement shall be filed at least 15 days prior to the Settlement Compliance  
28 Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no

1 appearance will be required at the Settlement Compliance Hearing.

2         24. The Court hereby enters final judgment in accordance with the terms of the  
3 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and  
4 PAGA Settlement, and this Order.

5             **IT IS SO ORDERED.**

6  
7  
8 Dated: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE EVAN P. KIRVIN  
JUDGE OF THE SUPERIOR COURT