

Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle L. GruppChang (State Bar No. 313881)
dgruppchange@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Sabrina Rodriguez and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SABRINA RODRIGUEZ, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

WESTPORT PROPERTIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV14703

Honorable Elihu M. Berle
Department 6

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 6, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: June 11, 2024
FAC Filed: August 5, 2025
Trial Date: Not Set

1 Plaintiff Sabrina Rodriguez’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on **November 6, 2026 at 9:00 a.m.** before the Honorable Elihu M. Berle
4 in Department 6 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval
8 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
9 Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class
10 Counsel, the Class Representative, and the Settlement Administrator, and the evidence and argument
11 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
12 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
13 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant Westport Properties, Inc. (“Defendant”) (together, with Plaintiff, the
16 “Parties”), including all members of the Class.

17 2. The Court finds that the following Class is properly certified as a class for settlement
18 purposes only: “All non-exempt employees who worked for Defendant in California at any time during
19 the Class Period.” The “Class Period” is defined as the period from August 15, 2023 through May 16,
20 2025.

21 3. The Court appoints Plaintiff Sabrina Rodriguez as the Class Representative for
22 settlement purposes only.

23 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
24 GruppChang, P.J. Van Ert, and Alexandra Rose of Blackstone Law, APC as Class Counsel for
25 settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

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

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

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that no Class Members have validly and timely opted out of the Class
17 Settlement and no Settlement Class Members have objected to the Class Settlement.

18 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
20 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

21 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
22 to Class Counsel in the sum of \$147,651.00 and reimbursement of actual litigation costs and expenses
23 to Class Counsel in the sum of \$26,760.20. The attorneys' fees and reimbursement of litigation costs
24 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
25 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
26 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
27 obtained for the Class.
28

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$7,990.00 to Apex Class Action LLC for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$49,770.00 to the California Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that no later than five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Court Appointed Special Advocates (“CASA”) of Los Angeles (the *cy pres* recipient) in accordance with California Civil Procedure Code Section 384.

16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims that have been alleged in the Operative Complaint and asserted against the Released Parties, arising during the Class Period, that arise from the facts, matters, transactions, or occurrences alleged in the Operative Complaint, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 248.5, 510, 512,

558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class Claims”).

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including, without limiting, claims for failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, keep complete and accurate payroll records, pay paid sick leave, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement Agreement, had or claimed to have or may have, including, but not limited to, the Released Class Claims and the Released PAGA Claims. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement

1 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
2 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
6 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

7 19. "Released Parties" means Defendant and its current and former parents, predecessors,
8 successors, holding companies, affiliated companies, entities, owners, shareholders, members,
9 partners, officers, directors, managers, employees, insurers, and agents.

10 20. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
12 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
13 Settlement and the determination of all controversies relating thereto.

14 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
15 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
16 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

17 22. A Non-Appearance Case Review re: Final Report is set for
18 _____ at _____ in Department 6 of this Court located at Spring
19 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement
20 Administrator shall file a Final Report by _____.

21 **IT IS SO ORDERED.**

22 Dated: _____

Honorable Elihu M. Berle