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Attorneys for Plaintiff REUBEN LINARES,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

REUBEN LINARES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CALIFORNIA COMMERCIAL
INVESTMENT GROUP, INC.; and DOES 1 to
100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

02/25/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 24STCV17640

CLASS ACTION

*[Assigned For All Purposes to the Hon.
Samantha Jessner in Department 7]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; Declarations in Support]*

MFA Hearing Information:

Date: February 25, 2026

Time: 11:00 a.m.

Dept.: Department 7

[PROPOSED] ORDER AND JUDGMENT

Plaintiff REUBEN LINARES (“Plaintiff”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant California Commercial Investment Group, Inc. (Defendant) came before this Court on February 25, 2026, at 11:00 a.m. in Department 7, of the Los Angeles County Superior Court -Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Stephen M. Sloane in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Stacey Shim on behalf of Apex Class Action Administration, and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

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

A person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

3. The “Class Period” is the period from July 15, 2020 through August 26, 2025 (90 days following the Settlement Date).

4. For purposes of the settlement, the Court designates named Plaintiff Reuben Linares as Class Representative, and Joseph Lavi, Vincent C. Granberry, Win Pham, and Stephen M. Sloane, Lavi & Ebrahimian, LLP, as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

1 law, and constitutes the best notice practicable under the circumstances, by providing individual
2 notice to all class members who could be identified through reasonable effort, and by providing due
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
4 The 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,
14 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
15 whatsoever by or against Defendants or any of the other released parties.

16 8. No Class Members have objected to the terms of the Settlement.

17 9. No Class Members have requested exclusion from the Settlement.

18 10. The Escalator Clause of the Settlement has not been triggered.

19 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two
20 Hundred Eighty-Eight Thousand Six Hundred Eleven Dollars and Fifty Cents (\$288,611.50) and also
21 fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds
22 to the Administrator no later than fourteen (14) days after the Effective Date. (Settlement, §§ 1.22,
23 4.2, 8.)

24 12. The Administrator will issue the following payments within fourteen (14) days after
25 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
26 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
27 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
28 Service Payment.

1 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
2 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
3 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
4 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00).

5 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of Ninety-Six Thousand Two Hundred Three Dollars and Eighty-Three
7 Cents (\$96,203.83), and the reimbursement of litigation expenses in the sum of Twenty Thousand
8 Nine Hundred Twenty-Four Dollars and Seventy-Four Cents (\$20,924.74). Each are reasonable
9 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
10 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
11 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
12 obtained for the class.

13 15. The Court approves and orders payment from the Gross Settlement Amount in the
14 amount of Six Thousand Three Hundred Ninety Dollars and Zero Cents (\$6,390.00) to Apex Class
15 Action LLC for performance of settlement administration services.

16 16. The Court approves and orders the allocation of Ten Thousand Dollars and Zero Cents
17 (\$10,000.00) of the Gross Settlement Amount as PAGA Penalties.

18 17. The Court approves and orders payment of Six Thousand Five Hundred Dollars and
19 Zero Cents (\$6,500.00) (65% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment
20 as 65% of the PAGA Penalties.

21 18. The Court approves and orders payment of Three Thousand Five Hundred Dollars and
22 Zero Cents (\$3,500.00) (35% of the PAGA Penalties) to be distributed to Aggrieved Employees as
23 Individual PAGA Payments pursuant to the terms of the Settlement.

24 19. In list form, the amounts approved and ordered paid are as follows:

- 25 a. Gross Settlement Amount ("GSA"): \$288,611.50
- 26 b. LWDA Allocation: Total \$10,000.00, composed of:
 - 27 i. LWDA Payment: \$6,500.00 (65% of LWDA Allocation)
 - 28 ii. Aggrieved Employees: \$3,500.00 (35% of LWDA Allocation)
- c. Expected Deductions: Total \$133,518.57, composed of:
 - i. \$10,000.00 - Class Representative Service Payment

- ii. \$96,203.83 - Attorneys' Fees
- iii. \$20,924.74 - Attorneys' Costs
- iv. \$6,390.00 - Settlement Administration Costs
- d. Net Settlement Amount: \$145,092.93 (GSA, minus LWDA Allocation, minus Expected Deductions)

20. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period.

21. Release by Participating Class Members: Following the Effective Date, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to claims under Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 2802 and business and professions code sections 17200 . Except as set forth in Section 5.2 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

22. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

23. Release by Plaintiff: Following the Effective Date, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed

1 on the Wage Portion of the Individual Class Payments, Plaintiff will release claims as follows:
2 Plaintiff for themselves and on behalf of their respective former and present spouses, representatives,
3 agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties
4 from all claims, transactions, or occurrences that occurred during the Class Period, including, but not
5 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
6 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have
7 been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice.
8 ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this
9 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
10 security benefits, workers' compensation benefits that arose at any time, or based on occurrences
11 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
12 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
13 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
14 different or additional facts or Plaintiff's discovery of them.

15 24. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
16 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
17 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
18 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
19 time of executing the release, and that if known by him or her would have materially affected his or
20 her settlement with the debtor or Released Party.

21 25. "Released Parties" means: Defendant and each of its former and present directors,
22 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

23 26. The "PAGA Period" means the period from July 15, 2023 through August 26, 2025.

24 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
25 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

26 28. This Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the settlement, and any and all claims, asserted in, arising out
28

1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
2 settlement and the determination of all controversies relating thereto.

3 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
4 file a final report with the Court regarding distribution of settlement funds by 02/18/2027,
5 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
7 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
8 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
9 Section 384, subd. (b).

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



A handwritten signature in black ink, appearing to read "Samantha Jessner", is written over a horizontal line.

Samantha Jessner / Judge

11 Dated: 02/25/2026

12
13 Hon. Samantha Jessner,
14 Judge of the Superior Court