

Taras Kick (SBN 143379)
Taras@kicklawfirm.com
Lauren Davis (SBN 294115)
Lauren@kicklawfirm.com
Tyler Dosaj (SBN 306938)
Tyler@kicklawfirm.com
THE KICK LAW FIRM, APC
815 Moraga Drive
Los Angeles, CA 90049
Telephone: (310) 395-2988
Facsimile: (310) 395-2088

Nicholas Rosenthal (SBN 268297)
THE LAW OFFICE OF NICK ROSENTHAL, APC
811 W.7th Street
Los Angeles, CA 90017
213-542-0439
nr@rosenthallawoffice.com

Attorneys for Plaintiff Vicky Segura, individually, and
on behalf of others similarly situated and aggrieved

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

VICKY SEGURA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMMUNITY COMMERCE BANK, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV21054

*[Assigned for all purposes to Hon. Elaine Lu,
Dept. 9]*

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

Date: March 18, 2026
Time: 10:00 a.m.
Department: 9

Opposition Due: February 26, 2026
Reply Due: March 4, 2026

Action Filed: August 19, 2024
Trial Date: Not set

1 The Court, having considered Plaintiff's Motion for Final Approval of Class Action and
2 PAGA Settlement, all supporting documents thereto (collectively, the "Motion"), and the Class
3 Action and PAGA Settlement Agreement (the "Settlement"), it is ORDERED, ADJUDGED, AND
4 DECREED THAT:

5 1. This Order incorporates by reference the definitions in the Settlement attached as
6 Exhibit 1 to the Declaration of Taras Kick in support of the Motion, and all terms used herein shall
7 have the same meaning as set forth in the Settlement.

8 2. The Court has reviewed the Settlement and finds that the settlement memorialized
9 therein is fair and adequate and meets the requirements for Final Approval. The settlement appears
10 to be reasonable in light of the risks inherent in continuing with litigation. The Court also notes that
11 the Settlement is a non-reversionary one where no money will be returned to the Defendant, and was
12 the product of an arm's length negotiation involving experienced counsel and a mediator.

13 3. The Court finds that the settlement class, as defined in the Settlement ("Settlement
14 Class" or "Class"), meets all the requirements for certification of a class, for settlement purposes
15 only, under California Rule of Court ("CRC") 3.769 and applicable case law. Accordingly, the Court
16 certifies the Settlement Class, which is defined as follows:

17 [A]ll persons who worked for Defendant as non-exempt employees in the State of
18 California at any time from August 19, 2023 through June 24, 2025.

19 4. The Court further finds that the PAGA component of the proposed Settlement shall
20 bind the State of California and Aggrieved Employees, defined as follows: "[A]ll former and current
21 non-exempt employees of Defendant, in the state of California at any time during the PAGA Period
22 who received one or more wage statements during the PAGA Period." The "PAGA Period" is the
23 period from August 15, 2023 to June 24, 2025.

24 5. The Court, solely for purposes of this Settlement, finds that the members of the
25 Settlement Class are so numerous that joinder of all members would be impracticable, that the
26 litigation and proposed Settlement raise issues of law and fact common to the claims of the Settlement
27 Class Members, and these common issues predominate over any issues affecting only individual
28 members of the Settlement Class, that the claims of Vicky Segura (the "Plaintiff" or "Class

Representative”) are typical of the claims of the Settlement Class, that in prosecuting this Action and negotiating and entering into the Settlement, the Plaintiff and her counsel have fairly and adequately protected the interests of the Settlement Class and will adequately represent the Settlement Class in connection with the Settlement, and that a class action is superior to other methods available for adjudicating the controversy.

6. The Court reaffirms its appointment, for settlement purposes only, of Vicky Segura as the Class Representative of the Settlement Class.

7. The Court reaffirms its appointment of Phoenix Class Action Administration Solutions (“Phoenix”) to be the Settlement Administrator under the terms of the Settlement Agreement.

8. The Court finds, for settlement purposes only, that Taras Kick of The Kick Law Firm, APC and Nick Rosenthal of The Law Office of Nick Rosenthal, APC are qualified and experienced attorneys capable of adequately representing the Settlement Class, and they are finally approved as Class Counsel.

9. This certification of a Settlement Class, under this order, is for settlement purposes only and shall not constitute, nor be construed as, an admission by the Defendant in this action that a class is certifiable for any other purpose or that any other proposed class action is appropriate for class treatment pursuant to Section 382 of the California Code of Civil Procedure or any similar statute, rule or common law. The entry of this order is without prejudice to the rights of the Defendant to oppose class certification in this action, should the Settlement not be implemented for any reason, or to terminate the Settlement as provided therein.

10. The Court finds that the Notice Program administered by Phoenix satisfied the requirements of CRC 3.769(f), constitutional due process, and all other applicable laws; employed the best methods practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto.

11. Class Counsel are awarded \$43,750 in attorneys’ fees (60% to The Kick Law Firm, APC – \$26,250; 40% to The Law Office of Nick Rosenthal, APC – \$17,500) and \$14,814.25 in litigation expenses. The Court finds that the awarded amount of attorneys’ fees is reasonable for the

1 reasons articulated in Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

2 12. The Class Representative is awarded a Class Representative Service Payment of
3 \$10,000 in recognition of her time and effort spent on behalf of the Settlement Class and the risks she
4 undertook in prosecuting the Action.

5 13. Payment of the administration costs of Phoenix in the amount of \$4,950 is approved.

6 14. PAGA Penalties in the amount of \$10,000 are approved (35% to the Aggrieved
7 Employees – \$3,500; 65% to the Labor and Workforce Development Agency ("LWDA") – \$6,500).

8 15. The Parties are directed to take all necessary and appropriate steps to establish the
9 means necessary to implement the Settlement according to its terms.

10 16. The Court hereby enters judgment by which Class Members shall be, as of the
11 Effective Date, conclusively determined to have given the Release of the Released Parties as set forth
12 in the Settlement and the Class Notice.

13 17. After entry of this Final Approval Order and Judgment, pursuant to California Rule of
14 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, an enforce
15 the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
16 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
17 benefits.

18 18. By means of this Final Approval Order and Judgment, final judgment is entered as
19 defined in section 577 of the Code of Civil Procedure, binding each Settlement Class Member, each
20 Aggrieved Employee, and the State of California and operating as a full release and discharge of
21 Released Class Claims and Released PAGA Claims.

22 19. A report concerning the distribution of the Gross Settlement Amount and a proposed
23 amended judgment that complies with Code of Civil Procedure section 384 shall be filed with the
24 Court within 230 days of entry of this Final Approval Order and Judgment.

25 20. A settlement compliance hearing is set for _____.

26 21. The Motion is GRANTED.

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

28 Date: _____

HON. ELAINE LU

- 4 - SUPERIOR COURT JUDGE

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