ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Brian J. St. John (SBN 304112); Erica Stepanian (SBN 362054)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021
EMAIL ADDRESS: brian@calljustice.com; erica@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff Cinzia Romero

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF** LOS ANGELES
STREET ADDRESS: 150 West Commonwealth
MAILING ADDRESS:
CITY AND ZIP CODE: Alhambra, 91801
BRANCH NAME: Alhambra Courthouse

PLAINTIFF/PETITIONER: Cinzia Romero
DEFENDANT/RESPONDENT: CTSH Burbank, LLC, et al.

***FOR COURT USE ONLY***

# NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
24NNCV05088 / Dept. T

***(Check one):*** [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on *(date)*: January 9, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

   Exhibit A - Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs
   Exhibit B - Minute Order Re: Hearing on Motion for Approval of PAGA Settlement

Date: January 27, 2026

Erica Stepanian
(TYPE OR PRINT NAME OF [ ] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

(SIGNATURE)



Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]



www.courts.ca.gov

| PLAINTIFF/PETITIONER: Cinzia Romero<br>DEFENDANT/RESPONDENT: CTSH Burbank, LLC, et al. | CASE NUMBER:<br>24NNCV05088 / Dept. T |
|---|---|

# PROOF OF SERVICE BY FIRST-CLASS MAIL
## NOTICE OF ENTRY OF JUDGMENT OR ORDER

***(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)***

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

   PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*
4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*
5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 27, 2026

Geoffrey Varas
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

# EXHIBIT A

Electronically Received 01/09/2026 05:57 PM

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Erica Stepanian (SBN 362054)
**LAWYERS *for* JUSTICE, PC**
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys* for Plaintiff

**FILED**
Superior Court of California
County of Los Angeles
01/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: I. Yin Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

CINZIA ROMERO, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

CTSH BURBANK, LLC, a California limited liability company; CARE TO STAY HOME, INC., an unknown business entity; CTSH, LLC, a California limited liability company; CTSH SOUTH BAY, LLC, a California limited liability company; CTSH OC, LLC, a California limited liability company; KRAIG M. NAKANO, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 24NNCV05088

Honorable Ian C. Fusselman
Department T

**~~[REVISED PROPOSED]~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

| | |
|---|---|
| Date: | January 16, 2026 |
| Time: | 10:00 A.M. |
| Department: | T |
| Complaint Filed: | October 15, 2024 |
| FAC Filed: | October 28, 2025 |
| Trial Date | None Set |

This matter has come before the Honorable Ian C. Fusselman in Department T of the Superior Court of the State of California, for the County of Los Angeles, on January 16, 2026 at 8:30 A.M., on Plaintiff Cinzia Romero's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and CDF Labor Law, LLP, appeared for CTSH Burbank, LLC; Care to Stay Home, Inc.; CTSH, LLC; CTSH South Bay, LLC; CTSH OC, LLC; and Kraig M. Nakano (collectively, "Defendants").

On or around October 2, 2025, Plaintiff and Defendants (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff's Counsel Brian J. St. John and Plaintiff Cinzia Romero, (3) the Supplemental Declarations of Plaintiff's Counsel Brian J. St. John, Plaintiff Cinzia Romero and Defendants' Counsel Joel Van Parys, and (3) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing,

**IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of that statute pursuant to the recent amendment effective July 1, 2024; the amended statute does apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was filed on or after June 19, 2024.

4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq*.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code §

2699.3(a).

5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the "Action").

6. The Settlement pertains to the following aggrieved employees:

All current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period. ("Aggrieved Employees").

7. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount ($250,000.00) less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement Administration Costs to Simpluris, Inc. (the "PAGA Settlement Administrator"). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

9. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $87,500.00 to Plaintiff's Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of $10,742.17 to Plaintiff's Counsel for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of $15,000.00 to Plaintiff Cinzia Romero for her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment up to the amount of $10,000.00 to Simpluris, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual Settlement Share(s)").

16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendants will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than twenty (20) calendar days of the date of this Order and Judgment, Defendant shall deposit $125,000.00 into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement ("Payment 1").

18. No later than one hundred twenty (120) calendar days following the deposit of Payment 1, Defendants will make a deposit of $125,000.00 into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement ("Payment 2").

19. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List, and the first payment of the Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package(s)") to all Aggrieved Employees by first-class United States mail, the General Release Fee to Plaintiff, and the

Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees

20. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the second payment of the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, and the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

21. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred twenty (120) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

22. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

23. "Released Parties" means Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

24. "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage

statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

25. "PAGA Period" means the period from August 7, 2023, through the date of the Court's approval of the Settlement .

26. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

Date: 01/09/2026

Honorable Ian C. Fusselman
Judge of the Superior Court
Ian C. Fusselman/Judge

# EXHIBIT A

**Exhibit A**

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Cinzia Romero v. CTSH Burbank, LLC*, Los Angeles County Superior Court Case No. 24NNCV05088

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Cinzia Romero v. CTSH Burbank, LLC*, Los Angeles County Superior Court Case No. 24NNCV05088 ("Action").

The lawsuit was filed on October 15, 2024, by Cinzia Romero ("Plaintiff") against her former employer Defendant CTSH Burbank, LLC, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on August 7, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant CTSH Burbank, LLC, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant CTSH Burbank, LLC's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-1044131-24 (the "Original PAGA Notice"). On October 4, 2024, Plaintiff submitted an amended letter to the LWDA, adding Care to Stay Home, Inc., CTSH, LLC, CTSH South Bay, LLC, CTSH OC, LLC, and Kraig M. Nakano as named Defendants ("Amended PAGA Notice"). Plaintiff filed her First Amended Complaint, adding Care to Stay Home, Inc., CTSH South Bay, LLC, CTSH OC, LLC, CTSH, LLC, and Kraig M. Nakano as named Defendants on October 28, 2025.

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants CTSH Burbank, LLC, Care to Stay Home, Inc., CTSH South Bay, LLC, and CTSH OC, LLC, CTSH, LLC; and Kraig M. Nakano (collectively "Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the period from August 7, 2023, and [Insert date of approval by the court] ("Aggrieved Employees"). The period from August 7, 2023, and [Insert date of approval by the court] is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

**Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact Simpluris, Inc. at [toll-free phone number].

# EXHIBIT B

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

**Civil Division**

Northeast District, Alhambra Courthouse, Department T

**24NNCV05088** January 16, 2026
**CINZIA ROMERO, INDIVIDUALLY, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL vs CTSH BURBANK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** 10:00 AM

Judge: Honorable Ian C. Fusselman
Judicial Assistant: I. Yin
Courtroom Assistant: V. Garcia

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Erica Stepanian for Arby Aiwazian via LACC

For Defendant(s): Zi Xuan Chen for Joel Michael Van Parys via LACC

**NATURE OF PROCEEDINGS:** Hearing on Motion - Other Motion for Approval of PAGA Settlement (0166)

Matter is not called for hearing.

The Court's tentative ruling on the motion was posted prior to the hearing.

Counsel for plaintiff and counsel for defendant submit on the Court's tentative ruling.

The Court's tentative ruling shall issue as order of the Court.

After reading and considering all moving documents, the Court rules as follows: The Motion re: PLAINTIFFS NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS FEES AND COSTS, GENERAL RELEASE FEE (0166) filed by Cinzia Romero, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act on 11/12/2025 is Granted.

## BACKGROUND

On October 15, 2024, Plaintiff Cinzia Romero, in her individual capacity and on behalf of other aggrieved employees ("Plaintiff"), filed a complaint against Defendant CTSH Burbank, LLC, for alleged Labor Code violations.

On October 28, 2025, Plaintiff filed a first amended complaint against Defendants CTSH Burbank, LLC, Care to Stay Home, Inc., CTSH, LLC, CTSH South Bay, LLC, CTSH OC, LLC,

and Kraig M. Nakano ("Defendants"), alleging one cause of action against them for Civil PAGA Penalties, pursuant to Labor Code section 2698, et seq.

Plaintiff alleges that she was employed by Defendants as an hourly-paid, non-exempt employee from approximately June of 2021 through January of 2024 in the State of California, and that Defendants committed various wage-and-hour violations against her and all of the other aggrieved employees. (FAC ¶¶ 15, 25-53.)

On November 12, 2025, Plaintiff moved to obtain approval of the PAGA settlement agreement between Plaintiff and Defendants in the instant action. No opposition was filed.

On December 11, 2025, the Court continued the hearing for this motion to January 16, 2026, to allow for the filing of supplemental declarations addressing the Court's concerns as to the reasonableness of the settlement. (Min. Order 12/11/25.)

On January 9, 2026, Plaintiff filed timely supplemental declarations in support of the instant motion.

**MOVING PARTY POSITION**

Plaintiff provides a summary of the settlement's terms and argues that the settlement is fair and should be approved because the settlement is presumptively fair, the relative strengths and weaknesses of the PAGA claim and the range of possible outcomes favor its approval, the settlement avoids risky, complex, and lengthy further litigation, and the settlement represents a fair, adequate, and reasonable resolution of the PAGA claim.

Plaintiff also argues that the requested attorneys' fees award should be approved based on the percentage fee method and that requested fee award is reasonable. Plaintiff argues that these requested fees are also reasonable under the lodestar method.

Plaintiff further argues that the Court should approve the requested reimbursement of the litigation costs and expenses of her counsel, the settlement administration costs, and the general release fee.

**24NNCV05088** January 16, 2026
**CINZIA ROMERO, INDIVIDUALLY, AND ON BEHALF OF OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE CALIFORNIA PRIVATE ATTORNEYS GENERAL vs CTSH BURBANK, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY** 10:00 AM

Judge: Honorable Ian C. Fusselman CSR: None
Judicial Assistant: I. Yin ERM: None
Courtroom Assistant: V. Garcia Deputy Sheriff: None

**OPPOSITION**

No opposition was filed.

**REPLY**

No reply was filed.

**ANALYSIS**

**I. Legal Standard**

A superior court must "review and approve any settlement of any civil action filed pursuant to this part." (Lab. Code § 2699, subd. (s)(2).) The Court notes that though there is no statutory or common law standard for approval of a PAGA settlement, the standard used for approval of class action settlements is instructive. "[A]¿presumption¿of¿fairness¿exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Dunk v. Ford Motor Co.¿*(1996) 48 Cal.App.4th 1794, 1802.) The last factor, small percentage of objectors, is inapplicable to PAGA claims. (See *Arias v. Superior Court¿*(2009) 46 Cal.4th 969, 984-985 [rejecting the argument that representative actions under PAGA violate the due process rights of "nonparty aggrieved employees who are not given notice of, and an opportunity to be heard"].) Additional factors that are useful to consider include the strength of a plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the amount offered in settlement, the extent of discovery completed, and the experience and views of counsel. (See *Kullar v. Foot Locker Retail, Inc.¿*(2008) 168 Cal.App.4th 116, 128.)

**II. Discussion**

Per the declaration of Plaintiff's counsel, Brian J. St. John, Plaintiff reached a settlement with Defendants of her individual claims and the representative PAGA claims in this action. (St. John Decl. ¶ 13.) The Plaintiff requests that the Court issue an order approving the settlement in its entirety.

**A. Procedural Requirements**

As a threshold matter, the Court notes that Plaintiff has submitted evidence of compliance

with Labor Code section 2699, subdivision (s)(2), in her proof of service, which states that her process server transmitted by online submission a copy of the instant motion, proposed settlement, and other supporting declarations and documentation to the California Labor and Workforce Development Agency ("LWDA") on November 11, 2025. (Proof of Service, filed 11/12/25.) In addition, the Court notes that Plaintiff has submitted additional evidence of this compliance as to transmission of the supplemental declarations and revised proposed order to the LWDA on January 9, 2026. (Proof of Service, filed 1/9/26.)

**B. Release of Claims**

The PAGA Settlement Agreement and Release (the "Settlement") defines "Aggrieved Employees" as "all current and former hourly-paid or non-exempt employees who worked for Defendants in the State of California during the PAGA Period" from August 7, 2023, through the date of the Court's approval of the Settlement. (St. John Decl. ¶ 14; see *id*. ¶ 13, Exh. 1, p. 2.) This definition is proper pursuant to the statute of limitations and the date of notice to the LWDA. The PAGA Settlement includes a provision, "Release of Claims by Plaintiff, Aggrieved Employees, and the State of California," which provides as follows:

> Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to

> timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, ll74(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(St. John Decl. ¶ 13, Exh. 1, pp. 5-6.)

The Settlement defines "Released Parties" to mean "Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs." (St. John Decl. ¶ 13, Exh. 1, pp. 5-6.)

The Settlement also defines "Released Claims" to mean "any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business—related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4—2001 and 5—2001." (St. John Decl. ¶ 13, Exh. 1, p. 6.)

Based on this language, the Settlement provides that Released PAGA Claims only include claims for civil penalties under PAGA and does not apply to any individual claims, and as such, is proper. (*ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 188.)

**B. Settlement Payment Terms**

The terms of the Settlement's release imply that only in exchange for the consideration set forth in the Settlement (i.e., the individual PAGA payments) do Aggrieved Employees release Released Parties from Released Claims. (See St. John Decl. ¶ 13, Exh. 1, p. 3.) Thus, the release is accordingly effective after the payment date, which is proper.

The Settlement provides that no later than 7 days after the Approval Order, Defendants will provide the Settlement Administrator, Simpluris, Inc. (the "Administrator"), with a list setting forth each Aggrieved Employee's "(i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods." (*Id*. ¶ 13, Exh. 1, p. 4.)

Defendants have agreed to pay the "Total Settlement Amount" of $250,000.00. (St. John Decl. ¶ 15; *id*. ¶ 13, Exh. 1, p. 2.) Defendants will fully fund the Total Settlement Amount by transmitting the funds to the Administrator in two installments. The first installment of $125,000.00 is due within 20 days of the Approval Order, and the final installment of $125,000.00 is due within 120 days following the deposit of the first installment. (*Id*. ¶ 13, Exh. 1, p. 3.) No later than 14 calendar days after Defendants' remittal of the first installment of $125,000.00 of the Total Settlement Amount and the Administrator's receipt of the Aggrieved Employee's list, the Administrator will mail the Individual Settlement Share checks to the Aggrieved Employees and transmit the General Release Fee to Plaintiff. (*Id*. ¶ 13, Exh. 1, p. 5.) The Administrator shall also transmit the Administration Costs to itself but only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees. (*Ibid*.) No later than 14 calendar days after Defendants' remittal of the final installment of $125,000.00 of the Total Settlement Amount, the Administrator will transmit the LWDA Payment to the LWDA and the Attorneys' Fees and Costs to Plaintiff's Counsel. (*Ibid*.)

**C. Reasonableness of Settlement Amount**

An application for approval of such a settlement must demonstrate that the proposed settlement is adequate, reasonable, and fair to all those affected by it. ¿(*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)¿ Those affected by a PAGA settlement include: (1) the LWDA, who receives 65% of settlement funds (Lab. Code § 2699(i)) and is "bound by the outcome of the proceeding to adjudicate the employee's PAGA claim" (*Mejia v. Merchants Building Maintenance, LLC, supra,* 38 Cal.App.5th at p. 732); (2) the aggrieved employees, both party and non-party, who receive 35% percent of settlement funds and are, like the LWDA, bound by a PAGA action judgment (Lab. Code § 2699(i); *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985); (3) plaintiffs' counsel, who may be awarded "reasonable attorney's fees and costs" (Lab. Code § 2699(g)(1); and (4) the defendant who pays the settlement.

Here, Plaintiff has shown that the parties engaged in an arms-length negotiation, including their participation in mediation conducted by the Honorable Steve. R. Denton (Ret.),

on April 7, 2025, resulting in this settlement. (St. John Decl. ¶ 17.) Plaintiff's counsel has also provided evidence of their substantial experience in wage and hour litigation and in PAGA actions. *(Id.* ¶¶ 2-7.) In addition, Plaintiff's counsel states that the corporate Defendants produced a sampling of time and payroll records as well as wage and hour policies and relevant policy documents in place during the relevant time period. (*Id.* ¶ 18.) This statistical sampling appears to have been reliably calculated based on "anonymized time and pay data for the sample group of 258 employees that were part of the allegedly aggrieved employee group" through the described methodology. (Van Parys Decl. ¶ 3.) Plaintiff, through counsel, also states that there were approximately 646 aggrieved employees, including Plaintiff, during the relevant time period for a total of 14,254 pay periods. (St. John Decl. ¶ 14) Plaintiff's counsel also calculates the maximum potential exposure to be $13,336,100.00 and further provides the Court sufficient evidence regarding the nature of the PAGA investigation to determine its adequacy. (Suppl. St. John Decl. ¶¶ 4-9; St. John Decl. ¶¶ 16-31.)

Furthermore, of the Total Settlement Amount of $250,000.00, the Parties agree to and allocate the following amounts: (1) Attorneys' Fees and Costs in the amount of $87,500.00 for attorneys' fees and $10,742.17.00 for reimbursement of litigation costs and expenses to Plaintiff's Counsel; (2) General Release Fee in the amount of $15,000.00 to the Plaintiff; (3) Settlement Administration Costs of up to $10,000.00 to the PAGA Settlement Administrator; and (4) Net Settlement Amount of $126,757.83 to be distributed to the LWDA and Aggrieved Employees pursuant to California Labor Code section 2699(i), with 65% of the Net Settlement Amount distributed to the LWDA in the amount of $82,392.59 and 35% of the Net Settlement Amount distributed to the Aggrieved Employees in the amount of $44,365.24 on a pro rata basis. (St. John Decl. ¶ 15; see *id*. ¶ 13, Exh. 1, pp. 2-3.)

A prevailing plaintiff on a claim under the Labor Code Private Attorneys General Act of 2004 (PAGA, Lab. C. § 2698 et seq.) is entitled to an award of reasonable attorney fees and costs incurred in the action. (Lab. C. § 2699(k)(1).) The determination of what is "reasonable" is vested in the trial court's discretion. Courts recognize two methods for calculating attorney fees in common fund cases. The first calculates attorney fees based on a percentage of the common benefit bestowed on the class. The second uses a "lodestar" as the basis—determined by multiplying the hours counsel reasonably expended by reasonable hourly rates—which may be enhanced by a multiplier. (See *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.) Trial courts are responsible for assessing whether a negotiated attorney's fee represents a fair and reasonable resolution that accurately reflects the value of the legal services provide. (*Robbins v. Alibrandi* (2005) 127 Cal.App.4th 438, 452-456.) Plaintiff's counsel seeks

Attorneys' fees in the amount of 35% of the Total Settlement Amount, which the Court finds to be reasonable based on the attested work performed by counsel in ligating this action and negotiating this settlement result. (See St. John Decl. ¶¶ 16-20, 32-34; see *id*. ¶ 33, Exh. 4.) In addition, based on the cost detail table submitted by Plaintiff's counsel, the Court finds that the requested amount of $10,742.27 in litigations costs is also reasonable. (*Id*. ¶ 33, Exh. 4.)

With respect to the $15,000.00 allocated to Plaintiff for her general release of claims, Labor Code section 2699(k)(1) provides in relevant part as follows: "Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part." Based on this statutory language and given the broad nature of Plaintiff's individual release of claims, which "includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment" as further detailed in the Settlement, the Court finds this settlement amount to be reasonable. Based on the evidence in the record, including the supplemental declarations filed with the Court, the Court further finds that this negotiated payment for her general release of individual claims does not appear to have influenced her decision to approve the settlement of the PAGA claims as in her capacity as the PAGA representative.

Thus, the Court finds that the settlement amount of $250,000.00 is adequate, reasonable, and fair to all those affected by it.

Accordingly, Plaintiff's proposed PAGA Settlement Agreement is proper and therefore is approved.

**RULING**

Plaintiff Cinzia Romero's Motion for Approval of PAGA Settlement is GRANTED.

Order to Show Cause Re: Compliance with PAGA Settlement is scheduled for 08/25/2026 at 08:30 AM in Department T at Alhambra Courthouse.

Plaintiff to give notice.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

**PROOF OF SERVICE**

*STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On January 27, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Joel Van Parys (jvanparys@cdflaborlaw.com)
Renate Fessler (rfessler@cdflaborlaw.com)
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Additional Emails: Elizabeth Kastern (ekastern@cdflaborlaw.com)

*Attorneys for* Defendants

**[X] BY E-MAIL**
The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**[X] BY ONLINE SUBMISSION**
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 27, 2026, at Glendale, California.

Geoffrey Varas

**LAWYERS *for* JUSTICE, PC**
450 North Brand Blvd., Suite 900
Glendale, California 91203