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11 on behalf of others similarly situated and aggrieved

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

14
15 JESUS ROMERO, as an individual and on
behalf of all others similarly situated,

16
17 Plaintiff,

18 vs.

19 JMS INTERIORS, INC., a California
20 corporation; and DOES 1 through 50,
inclusive,

21 Defendants.
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Case No.: 24CU011474C

*[Assigned for all purposes to Hon. Katherine A.
Bacal, Dept. C-63]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT THEREON**

Date: September 10, 2026
Time: 1:30 p.m.
Department: C-63

Action Filed: September 17, 2024
Trial Date: Not set.

1 Plaintiff Jesus Romero (“Plaintiff” or “Romero”), and the settling Defendant JMS Interiors, Inc.
2 (“Defendant”) (together, the “Parties”) have entered into the Class Action and PAGA Settlement
3 (“Settlement Agreement”) to settle the above-captioned class action subject to the Court’s approval (the
4 “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class Action
6 Settlement, including approval of a Service Payment Award for the Named Plaintiff and Class Counsel’s
7 Application for a Fee and Expense Award. The Court has read, heard, and considered all the pleadings
8 and documents submitted, and the presentations made in connection with the Motion which came on for
9 hearing on September 10, 2026.

10 **I. BACKGROUND**

11 On September 17, 2024, Plaintiff filed a class action complaint on behalf of himself and all
12 similarly situated employees in the Superior Court of the State of California for the County of San Diego.
13 The complaint asserted claims for violation of California Labor Code sections 226(a). On October 21,
14 2024, Plaintiff filed an amended complaint including a claim for violation of 2698 *et seq.*, premised on
15 an underlying violation of California Labor Code section 226(a). Plaintiff alleged that he and his fellow
16 class members received wage statements that did not list the pay period start date.

17 **A. Class Members**

18 The “Class Members” are defined as ““All persons who worked for Defendant as non-exempt
19 employees in the State of California at any time from September 17, 2023 through September 27,
20 2024.”

21 **B. Operation of the Settlement**

22 Pursuant to the Preliminary Approval Order dated March 27, 2026 this Court conditionally
23 certified the Class and granted preliminary approval to the Settlement. The Preliminary Approval Order
24 also approved of the proposed forms of notice and notice plan. The Court entered the Preliminary
25 Approval Order after review and consideration of all of the pleadings filed in connection herewith, and
26 the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Class Notices were sent to all Class
28 Members via first class mail. The notice process was timely completed.

1 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
2 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
3 individuals. The Court finds that the Settlement was entered into in good faith pursuant to California
4 Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, reasonable,
5 and adequate and that Plaintiff has satisfied the standards for final approval of a class action settlement
6 under California law. Under the provisions of California Code of Civil Procedure section 382 and
7 Federal Rule of Civil Procedure 23, as approved for use by the California state court in *Vasquez v.*
8 *Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

9 [Q]uestions of law or fact common to the members of the class predominate
10 over any questions affecting only individual members, and that a class
11 action is superior to the available methods for the fair and efficient
12 adjudication of the controversy ... Fed. R. Civ. Proc. 23.

13 Certification of a settlement class is the appropriate judicial device under these circumstances.

14 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
15 FOLLOWS:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Settlement Agreement filed in this case, including the following:

18 • "Class Members" means the Settlement Class Members who did not opt out of the
19 Settlement Agreement and who will receive a share of the Net Settlement Amount.

20 • "Released Parties" means Defendant JMS Interiors, Inc., and any of its past,
21 present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns and affiliates,
22 as well as each of their past, present and future officers, directors, employees, partners, members,
23 shareholders and agents, attorneys, insurers, reinsurers, employees and any individual or entity which
24 could be jointly liable with Defendant.

25 • The "Released Claims". Upon the date the Settlement is funded, the Covered
26 Employees will be deemed to have released and discharged Defendant and the Released Parties from
27 the claims asserted in the Complaint predicated on the factual allegations of the Complaint during the
28 Class Period. Upon final approval by the Court, the claims released by the Covered Employees will

1 include:

2 a. The Claims alleged in the Lawsuit and set forth in the Complaint,
3 including, but not limited to: (1) Failure to provide legally compliant wage statements (Cal. Lab. Code
4 § 226(a)); and (2) Violation of Labor Code § 2698, *et seq.* stemming from any alleged failure to provide
5 legally compliant wage statements.; and

6 b. Any claims for injunctive relief, declaratory relief or restitution,
7 alleged in the Lawsuit or which could have been pled arising out of the same operative facts; and

8 c. Any and all other claims under California common law, the federal
9 law, and the California Business and Professions Code alleged in the Lawsuit or that could have been
10 pled arising out of the same operative facts.

11 2. The Court has jurisdiction over the subject matter of the litigation, the Class
12 Representative, the other Members of the Settlement Class, and Defendants.

13 3. The Court finds that the dissemination of the Notice of Class Action Settlement as
14 disseminated to the Class constituted the best notice practicable under the circumstances to all Persons
15 within the definition of the Class, and fully met the requirements of California law and due process under
16 the United States Constitution.

17 4. The Court approves the settlement of the above-captioned action, as set forth in the
18 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
19 Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

20 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties are to bear
21 their own costs and attorneys' fees.

22 6. The Court hereby certifies the following Class for settlement purposes only: All persons
23 who worked for Defendant as non-exempt employees in the State of California at any time from
24 September 17, 2023 through September 27, 2024.

25 7. No members of the Class excluded themselves from the settlement.

26 8. With respect to the Class and for purposes of approving the settlement only and for no
27 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and
28 so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common

1 to the Class, and there is a well-defined community of interest among Members of the Class with respect
2 to the subject matter of the claims in the Litigation; (c) the claims of Class Representative is typical of
3 the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected
4 the interests of the members of the Class; (e) a class action is superior to other available methods for an
5 efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
6 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative
7 capacity and for the Class.

8 9. Within thirty (30) calendar days of the Effective Date, Defendant shall transfer to the
9 Settlement Administrator an amount equal to the Gross Settlement Amount pursuant to the terms of the
10 Settlement Agreement.

11 10. The Court approves the Individual Settlement Payment amounts, which shall be
12 distributed pursuant to the terms of the Settlement Agreement.

13 11. The Settlement Administrator shall pay (a) to Class Counsel attorneys' fees in the amount
14 of \$33,033.00 and reimbursement of costs in the amount of \$1,084.12; (b) service payment award to the
15 Class Representative Jesus Romero to reimburse him for his unique services in the following amount:
16 \$10,000.00; (c) \$6,500.00 to the Labor and Workforce Development Agency; and (d) \$8,000.00 to the
17 Settlement Administrator, Phoenix Settlement Administrators, for its fees and costs relating to the
18 settlement administration process. The Court finds that these amounts are fair and reasonable.

19 12. The Court decrees that the Class Members shall, after entry of this Final Order and
20 Judgment, be conclusively deemed to have released and forever discharged the Released Parties from all
21 Released Claims.

22 13. The Court hereby enters final judgment in this case in accordance with the terms of the
23 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
24 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
25 Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order
26 and the Settlement.

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1 IT IS SO ORDERED AND ADJUDGED.

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3 DATED: _____

4 HON. KATHERINE A. BACAL
5 SUPERIOR COURT OF CALIFORNIA
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