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Clerk of the Superior Court
By T. Automation , Deputy Clerk

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Attorneys for Plaintiff Justin Romprey

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

JUSTIN ROMPREY, on behalf of others
similarly situated,

Plaintiffs,

v.

HEARX WEST LLC, D/B/A HEARUSA and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU025143C

Hon. Judy S. Bae
Dept. 62

CLASS ACTION

**PLAINTIFF'S NOTICE OF ENTRY OF
AMENDED ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS AND
ENTERING JUDGMENT**

Action Filed: November 26, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

- 3 1. On June 17, 2026, at 9:10 a.m. in this Department, the Court entered the *Amended* Order
4 Granting Final Approval of Class and PAGA Action Settlement and Attorneys' Fees and Costs
5 and Entering Judgment attached hereto as Exhibit 1.
6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
7 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
8 in accordance with Labor Code § 2699(s)(3).
9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: June 25, 2026

Ferraro Vega Employment Lawyers, Inc.

14
15 
16 _____
17 Nicholas J. Ferraro
18 Lauren N. Vega
19 Andrew T. Katseanes
20 *Attorneys for Plaintiff Justin Romprey*

EXHIBIT 1

FILED
San Diego Superior Court

JUN 17 2026

By: S. Christensen, Deputy

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

JUSTIN ROMPREY, on behalf of others
similarly situated,

Plaintiffs,

v.

HEARX WEST LLC, D/B/A HEARUSA
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU025143C

Hon. Judy S. Bae
Dept. 62

CLASS ACTION

AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS
AND ENTERING JUDGMENT

Motion for Final Approval/Attorneys' Fees:

Date: June 17, 2026

Time: 9:10 a.m.

Action Filed: November 26, 2024

1 This matter came on for hearing on June 17, 2026, at 9:10 a.m. in Department 62 of the above-
2 captioned Court, the Honorable Judy S. Bae presiding, on Plaintiff's Motion for Final Approval of
3 Class and PAGA Action Settlement and Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Class Action
5 and PAGA Settlement Agreement and Release of Claims ("Settlement"), the evidence and documents
6 received by the Court in connection with the Motions for Final Approval and Attorneys' Fees and
7 Costs, and the previously decided Motion for Preliminary Approval, the Court GRANTS FINAL
8 APPROVAL of the Settlement and ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
11 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
12 informed the class of the terms of the Settlement, their right to receive a settlement payment without
13 any required action, their right to comment upon or object to the Settlement, and their right to appear
14 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
15 Settlement. Adequate periods of time were provided for each of these procedures.

16 2. Zero class members returned a written objection to the proposed Settlement as part of
17 the notice process or stated an intention to appear at the Final Approval Hearing and there were no
18 dissenting appearances from class members at the hearing. One class member requested exclusion
19 from the Settlement, Tzenni Bah Gutierrez. This "opt out" is affirmatively excluded from the class
20 settlement.

21 3. The Court finds and determines the notice procedure afforded adequate protections to
22 the class and provides the basis for the Court's informed decision regarding approval of the Settlement
23 based on the response. The Court finds and determines the notice provided was the best notice
24 practicable, satisfying the requirements of law and due process.

25 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
26 proposed class is ascertainable and so numerous that joinder of all members of the class is
27 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
28 defined community of interest among members of the class with respect to the subject matter of the

1 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class
2 representative has and will fairly and adequately protect the interests of the class; (e) a class action is
3 superior to other available methods for an efficient adjudication of this controversy in the context of
4 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
5 to serve as Class Counsel in this action.

6 5. The Court confirms certification, for settlement purposes only, of the class as defined in
7 the Settlement and approved at the preliminary approval stage.

8 6. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
9 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
10 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
11 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
12 extensive investigation, research, and informal discovery, and that their attorneys were able to
13 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
14 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
15 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
16 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
17 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
18 forth herein.

19 7. The Court finds and determines the fees and expenses in administering the Settlement
20 incurred by the Settlement Administrator of \$8,500 are fair and reasonable. The Court orders these
21 administration costs be paid in accordance with the terms of the Settlement.

22 8. The Court finds and determines the Service Award of \$10,000 to Plaintiff Romprey as
23 fair and reasonable. The Court orders the service awards be paid in accordance with the terms of the
24 Settlement.

25 9. The Court finds and determines payment to the California Labor and Workforce
26 Development Agency of \$6,500, as its 65% share of the civil penalties under the Private Attorneys
27 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
28

1 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
2 General Act pursuant to Labor Code § 2699(s)(2).

3 10. Pursuant to the terms of the Settlement and the statutory provisions authorizing
4 attorneys' fees under the California Labor Code and Code of Civil Procedure, as set forth in the Motion
5 for Attorneys' Fees, the Court awards Class Counsel attorneys' fees of \$63,327 and litigation costs of
6 \$10,484.33. Class Counsel has sufficiently explained the basis for the fee award based on a percentage
7 of the fund. The Court finds such amounts to be fair and reasonable. The Court orders the Settlement
8 Administrator to make these payments in accordance with the Settlement.

9 11. Without affecting the finality of this Order or the entry of judgment in any way, the
10 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
11 and enforcement of this Order and the Settlement.

12 12. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
13 the Settlement or under this Order, including the requirement that Defendant make payments to Class
14 Members in accordance with the Settlement.

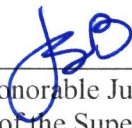
15 13. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
16 Settlement, in accordance with this Final Approval Order and Judgment.

17 14. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
18 Entry of Judgment with the Court.

19 15. A Final Accounting hearing is set for February 26, 2027, at 9:10 a.m., in Department
20 62.

21
22 **IT IS SO ORDERED.**

23
24 Date: 6/17/2026



The Honorable Judy S. Bae
Judge of the Superior Court

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULING**

HEARING DATE: 6/17/2026

JUDICIAL OFFICER: JUDY S. BAE

CASE NO.: 24CU025143C

CASE TITLE: Romprey vs Hearx West LLC

Plaintiff Justin Romprey's unopposed motion for final approval of class and PAGA settlement is **GRANTED**.

The Court finds the \$190,000.00 non-reversionary class settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

The class consists of 160 class members. Of the 160 notices sent, none remain undeliverable. The reasonableness of the settlement is further demonstrated by the fact that there is no opposition, no objections, no workweek disputes, and only one request for exclusion. (ROA 36, O'Connor Decl., at ¶¶ 5-13.)

Plaintiff requests \$63,327.00 in attorneys' fees, which is 33.33% of the Gross Settlement Amount. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) The reasonableness of the fees request is confirmed when double checked against the lodestar, which results in a negative 0.94 multiplier. (*Id.* at p. 504 [courts may, but are not required to, double check the reasonableness of a percentage fee through a lodestar calculation]; ROA 34, Ferraro Decl., at ¶¶ 6-14 [Plaintiff's Counsel collectively spent a total of 98.00 hours in this case and incurred a total lodestar of \$67,130.00].) Accordingly, Plaintiff's request for \$63,327.00 in attorneys' fees is granted.

The Settlement Agreement provides for up to \$10,500.00 in litigation expenses. (Ferraro Decl., at Ex. 1 [Settlement Agreement], p. 3, ¶ 1.26.) Plaintiff incurred litigation expenses in the amount of \$10,484.33. (Ferraro Decl., at ¶ 15.) The requested \$10,484.33 figure is less than the maximum authorized in the Settlement Agreement and is approved. Under the Settlement Agreement, if the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. (Settlement Agreement, at p. 5, ¶ 2.2.2.)

The \$8,500.00 in settlement administration costs for services provided by CPT Group, Inc. is authorized in the Settlement Agreement, adequately supported, and approved. (O'Connor Decl., at ¶ 17 and Ex. B.)

Incentive payments to class representatives "must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the "risk to the class representative in commencing suit" and any "notoriety and personal difficulties" he or she encounters as a result of the litigation. (*Id.* at p. 1394.) Here, Plaintiff Justin Romprey dedicated considerable time and effort

assisting with the prosecution of the action. (ROA 35, Romprey Decl., at ¶¶ 8-10, 17-20.) Additionally, under the Settlement Agreement, Plaintiff has separately agreed to a general release of his claims. (Settlement Agreement, at pp. 7-8, ¶¶ 4.1 and 4.1.1.) The \$10,000.00 service award is reasonable and appropriate to compensate Plaintiff for his efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint's factual allegations and do not extend beyond the scope of its allegations. (*Ibid.*)

The Court also finds the PAGA portion of the settlement in the amount of \$10,000.00 is also "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiff also provided the LWDA with notice of the settlement and motion for preliminary approval.

Based on the foregoing, the motion for final approval is **GRANTED**.

Before the hearing, Counsel for Plaintiff is ordered to file and serve an amended proposed order (ROA 37) with the following modifications:

- 1) Revise page 1, paragraph 2, lines 18-19 of the proposed order to provide the first and last name of the class member who has requested exclusion; and
- 2) Add page 3, paragraph 15 to proposed order to provide the date and time for the Final Accounting Hearing set forth below.

The Court sets a Final Accounting Hearing for **February 26, 2027, at 9:10 a.m.** in Department 62 to confirm the completion of the settlement process.

The Court will review and sign the amended proposed order at the hearing. That order will be the Court's final order on the motion.

Due to the delay in the Court's e-filing processing time, Counsel for Plaintiff is also ordered to bring a courtesy copy of the amended proposed order to the Court.

In the event that Counsel for Plaintiff appears remotely, the courtesy copy MUST be provided to the Department no later than 9:00 a.m. on June 17, 2026, for consideration.