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FILED
San Francisco County Superior Court
OCT 27 2026
CLERK OF THE COURT
BY: _____ Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California Limited Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No. CGC-22-600090

[~~PROPOSED~~] ~~ORDER AND~~ JUDGMENT ~~GRANTING~~ FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT, APPROVAL OF CLASS COUNSEL AWARD AND SERVICE AWARDS

Date: October 27, 2026
Time: 9:00 a.m.
Judge: Hon. ~~Joseph M. Quinn~~ A. MARISA CHUN
Dept.: 302

Plaintiff's unopposed Motion for Order Granting Final Approval of Class and PAGA Action Settlement, Approval of Class Counsel Award and Service Awards, and Entering Judgment pursuant to California Rule of Court 3.769 came on for hearing on October 27, 2026, at 9:00 a.m., in front of the Hon. ~~Joseph M. Quinn~~ A. MARISA CHUN with the attorneys from the Zakay Law Group, APLC, JCL Law Firm, APC, appearing as counsel for Plaintiff Jesus Garcia ("Plaintiff"), and counsel from Anderies & Gomes LLP appearing for Defendant The Beach Chalet, L.P. ("Defendant").

The Court, having received and carefully considered the Class Action and PAGA Settlement Agreement, Amendment No. 1 to Class Action and PAGA Settlement Agreement, and Amendment No. 2 to Class Action and PAGA Settlement Agreement (collectively, the "Agreement") filed with the Declaration of Shani O. Zakay, the supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action Settlement heard on February 17, 2026, the instant Motion for Order Granting Final Approval of Class and PAGA Action Settlement, Approval of Class Counsel Award and Service Awards, and Entering Judgment pursuant to California Rule of Court 3.769, the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

1. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

3. Following the conclusion of the response deadline, the Settlement Administrator reports that it received ***zero written objections*** to the Settlement and ***zero written requests for exclusion*** from the Settlement.

4. The Court finds and determines that the notice procedure afforded adequate protections to

the Class and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among the Class with respect to the subject matter of the Action; (c) the claims of Class Representative, Jesus Garcia, are typical of the claims of the Class; (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay, Esq. of Zakay Law Group, APLC (hereinafter "Class Counsel"), are qualified to serve as counsel for the Class Representative and the Class.

6. The Court has certified the Class for settlement purposes only, as that term is defined in and by the terms of the Agreement as follows:

> "All current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025."

7. The Court deems the definition of Class sufficient for purposes of California Rule of Court 3.765(a).

8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC as Class Counsel for the Class Representative and the Class in this Action.

9. The Court hereby confirms Plaintiff Jesus Garcia as the Class Representative in this Action.

10. The Court finds and determines that the terms set forth in the Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations

facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

11. The Court further finds and determines that the terms of the Settlement, including the Gross Settlement Amount of Four Hundred Thousand Dollars and Zero Cents ($400,000.00) are fair, reasonable and adequate to the Class and to each member of the Class and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order and Judgment, all members of the Class shall take nothing in the Action.

12. The Parties are authorized, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto which are consistent with this Order and Judgment and do no limit the rights of the Parties or Class Members under the Agreement.

13. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorneys General Act ("PAGA").

14. The Court finds and determines that the Individual Settlement Payments to be paid to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts be made to the Settlement Class Members in accordance with the Agreement.

15. The Court finds and determines that the LWDA Payment (75% of the PAGA Payment) of ~~$15,00.00~~ $15,000.00 ANC and the Aggrieved Employee Payment (25% of the PAGA Payment) of $5,000.00 in this case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the payment of those amounts be paid in accordance with the Agreement.

16. The Court finds and determines that the fees and expenses in administrating the Settlement

incurred by Atticus Class Action Administration in the amount of $9,300.00 are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

17. The Court finds and determines the Service Award of $10,000.00 to Jesus Garcia as the Class Representative is fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to the Class Representative in accordance with the terms of the Agreement.

18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Expenses in the total sum of $152,879.25. This payment is comprised of two components. First, $133,333.33 as attorneys' fees which represents one-third of the Gross Settlement Amount. Second, $19,545.92 for actually incurred litigation expenses as evidenced by Class Counsel's billing records. The Settlement Administrator shall allocate the expenses award according to Class Counsel's actually incurred litigation expenses as stated and supported in their respective declarations filed in support of this motion. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Agreement.

19. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

20. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Agreement.

21. Neither the making of the Agreement nor the entry into the Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Agreement be construed as an admission or concession by or against Defendant or any related person or entity.

22. Nothing in this order shall preclude any action to enforce the Parties' obligations under

the Settlement or under this order, including the requirement that Defendant make payments to the Settlement Class Members in accordance with the Settlement.

23. The Court hereby enters final judgment in accordance with the terms of the Agreement, the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on February 17, 2026, and this order.

24. Upon the Funding Date, each Class Member who has not validly opted out has released the "Released Class Claims" against Defendant and all the "Released Parties," as set forth in the Agreement.

25. Plaintiff has generally released all claims as set forth in the Agreement.

26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding the payment of Class Counsel's attorneys' fees and costs.

27. Upon completion of administration of the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for June 21, 2027, 9:00 a.m., in Dept. 302.

28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and Payment of Attorneys' Fees, Attorneys' Expenses, and the Service Awards are GRANTED.

IT IS SO ORDERED, ADJUDICATED AND DECREED

Date: Oct. 27, 2026

JUDGE OF THE SUPERIOR COURT

Judge A. Marisa Chun