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**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

Dept.: 302

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

7 The Court, having received and carefully considered the Class Action and PAGA Settlement  
8 Agreement, Amendment No. 1 to Class Action and PAGA Settlement Agreement, and Amendment No.  
9 2 to Class Action and PAGA Settlement Agreement (collectively, the "Agreement") filed with the  
10 Declaration of Shani O. Zakay, the supporting papers filed by the Parties, the evidence and argument  
11 received by the Court in conjunction with the unopposed Motion for Preliminary Approval of Class  
12 Action Settlement heard on February 17, 2026, the instant Motion for Order Granting Final Approval of  
13 Class and PAGA Action Settlement, Approval of Class Counsel Award and Service Awards, and  
14 Entering Judgment pursuant to California Rule of Court 3.769, the Court grants final approval of the  
15 Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

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

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

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

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

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

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

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

16 “All current and former non-exempt employees who worked for Defendant  
17 The Beach Chalet, L.P., in California at any time during beginning on June 9,  
18 2018 through February 2, 2025.”

19 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court  
20 3.765(a).

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

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

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

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

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

13 12. The Parties are authorized, without further approval from the Court, to agree to and adopt  
14 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto  
15 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class  
16 Members under the Agreement.

17 13. The Court further finds and determines that Class Counsel satisfied California Labor Code  
18 § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private  
19 Attorneys General Act ("PAGA").

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

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

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

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

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

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

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

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

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

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

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

3 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,  
4 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on February  
5 17, 2026, and this order.

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

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

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

12 27. Upon completion of administration of the Settlement Administrator will provide written  
13 certification of such completion to the Court and counsel for the Parties which shall be filed with the  
14 Court five (5) court days before the non-appearance compliance hearing set for  
15 \_\_\_\_\_, in Dept. 302.

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

18 IT IS SO ORDERED, ADJUDICATED AND DECREED

19  
20 Date: \_\_\_\_\_, 2026

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT