

FILED
Clerk of the Superior Court

JAN 30 2026

By: V. Contreras, Deputy

RECEIVED
January 9, 2026

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

MICHAEL MCGEE, WAEL KANAFANI,
DAVID URIBE, ZACHARY MCGORDON,
KATIE ROSAS, TERESA RAU, and
IMMANUEL PASCUAL, individuals, on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MITRA VI, LLC, an Arizona limited liability
company; DENALI MIDCO 2 LLC, a Delaware
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Lead Case No. 37-2022-00044660-CU-OE-
CTL (Consolidated with San Diego County
Case No. 37-2022-00046807)

ASSIGNED FOR ALL PURPOSES TO
HON. GREGORY W. POLLACK, DEPT.
C-71

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

1 WHEREAS, this matter has come before the Court following the hearing pursuant to the
2 Preliminary Approval Order dated September 19, 2025, and now for final approval of the
3 Settlement as set forth in the Joint Stipulation of Class and PAGA Representative Action Settlement
4 and Release (the "Settlement" or "Settlement Agreement"), and the Court having considered all
5 papers filed and the proceedings had and otherwise being fully informed, **THE COURT HEREBY**
6 **MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement
8 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
9 Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 Parties to this litigation, including the Plaintiffs, Class Members, PAGA Employees, Defendants,
12 and the State of California.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
14 Administrator, APEX Class Action, LLC, mailed a Notice of Settlement to all known Class
15 Members by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class
16 Members of the terms of the proposed Settlement and the benefits available to Class Members
17 thereunder. The Notice of Settlement further informed Class Members of the pendency of the
18 Action, of the proposed Settlement, of Class Members' right to receive their share of the Settlement,
19 of the scope and effect of the Released Class Claims, of the preliminary Court approval of the
20 proposed Settlement, of exclusion and objection timing and procedures, of the procedure for
21 challenging the estimated number of relevant workweeks and pay periods based on Defendant's
22 records, of the date and location of the Final Approval Hearing, and of the right to file
23 documentation in opposition to the Settlement and to appear in connection with the Final Approval
24 Hearing. Class Members had adequate time to consider this information and to use the procedures
25 identified in the Notice. The Court finds and determines the notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the responses of Class Members. The Court finds
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1 and determines the Notice provided in the Action was the best notice practicable, which satisfied
2 the requirements of law and Due Process.

3 4. In response to the Notice of Settlement, zero Class Members objected to the
4 Settlement and zero Class Members submitted a Request for Exclusion from the Settlement.

5 5. The Court hereby finds that the Parties' notice of the proposed Settlement submitted
6 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
7 the notice requirements of the Private Attorneys General Act ("PAGA"), California Labor Code §
8 2699(l).

9 6. The Court finds the Settlement is fair, adequate and reasonable when balanced
10 against further litigation related to liability and damages issues. The Court further finds the Parties
11 have conducted significant investigation, informal discovery, research and litigation such that Class
12 Counsel and Defense Counsel are able to reasonably evaluate their respective positions at this time.
13 The Court finds that the proposed Settlement, at this time, will avoid substantial additional costs
14 by all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
15 Court further finds that the Parties reached the Settlement as the result of reasonable, serious and
16 non-collusive, arms-length negotiations through experienced Class Counsel and Defense Counsel.
17 Thus, the Court approves the Settlement set forth in the Settlement Agreement and finds the
18 Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate the
19 Settlement according to its terms.

20 7. The Court hereby orders the Settlement Administrator to distribute the Individual
21 Settlement Payments to Participating Class Members in accordance with the provisions of the
22 Settlement.

23 8. For purposes of this Final Approval Order and for this Settlement only, the Court
24 hereby certifies the class of Class Members as defined in the Settlement Agreement.

25 9. Following the Effective Date, and per the terms of the Settlement Agreement, the
26 Court orders that Defendant shall fully fund the Total Settlement Amount, and also fund
27 Defendant's share of employer-side taxes due on the portion of the Individual Settlement Payments
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1 attributed to alleged lost wages per the terms of the Settlement Agreement by transmitting the funds
2 to the Settlement Administrator as follows: The payment of Total Settlement Amount of Eight
3 Hundred Eighty-Eight Thousand Three Hundred Ninety-Seven Dollars and Twenty Cents
4 (\$888,397.20) and employer-side taxes due on the Individual Settlement payment shall be deposited
5 with the Settlement Administrator no later than 15 calendar days after the Effective Date as defined
6 in the Settlement.

7 10. For purposes of this Final Approval Order and this Settlement only, the Court hereby
8 confirms the appointment of Plaintiffs Wael Kanafani, David Uribe, Michael McGee, Zachary
9 McGordon, Immanuel Pascual, Katie Rosas, and Theresa Rau as the class representatives for the
10 Class Members. Further, the Court finally approves the Service Awards to Plaintiffs, as fair and
11 reasonable, in the total amount of Ten Thousand Dollars (\$10,000) each (*i.e.*, \$70,000 total). The
12 Court hereby orders the Settlement Administrator to distribute the Service Awards to the Plaintiff
13 in accordance with the provisions of the Settlement.

14 11. For purposes of this Final Approval Order and this Settlement only, the Court hereby
15 confirms the appointment of JCL Law Firm, APC, Zakay Law Group, APLC, and Sullivan &
16 Yaeckel Law Group, APC as Class Counsel for the Class Members. Further, the Court finally
17 approves a Class Counsel Fees Award, as fair and reasonable, of one-third of the Total Settlement
18 Amount (\$296,132.40). As well, the Court finally approves a Class Counsel Costs Award, as fair
19 and reasonable of \$26,103.98. Class Counsel's receipt of the Class Counsel Fees Award and Class
20 Counsel Costs Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that
21 represented Plaintiffs, Class Members, and PAGA Employees in the Action. Defendants' payment
22 of the Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendants'
23 obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and expenses incurred
24 on behalf of the Plaintiffs, the Class Members, and/or the PAGA Employees and/or related to the
25 Settlement or releases included therein. The Court hereby orders the Settlement Administrator to
26 distribute the Class Counsel Fees Award and Class Counsel Costs Award payments to Class
27 Counsel in accordance with the provisions of the Settlement.

1 12. For purposes of this Final Approval Order and this Settlement only, the Court hereby
2 confirms the appointment of APEX Class Action, LLC as the Settlement Administrator to
3 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement
4 and further finally approves Settlement Administration Costs, as fair and reasonable, of \$16,890.

5 13. The Court finds that the payment to the California Labor & Workforce
6 Development Agency ("LWDA") in the amount of \$32,250 for its 75% share of the \$43,000
7 PAGA Award is fair, reasonable, and adequate, and orders the Settlement Administrator to
8 distribute this payment to the LWDA in conformity with the terms of the Settlement. The
9 remaining 25% or \$10,750 of the PAGA Award is to be distributed to the PAGA Employees in
10 conformity with the terms of the Settlement.

11 14. As of the Effective Date, PAGA Employees and Plaintiffs, on behalf of themselves
12 and the State of California, will be bound by the release of the Released PAGA Claims against the
13 Released Parties for the duration of the PAGA Period and will receive a share of the PAGA Award,
14 notwithstanding any request to opt-out of the Class Claims.

15 15. As of the Effective Date, Plaintiffs, Participating Class Members, PAGA Employees
16 and the State of California (acting through Plaintiff as its authorized PAGA representative) release
17 the Released Parties from all Class Claims and PAGA Claims for the duration of the Class Period
18 and PAGA Period, respectively. "Released Parties" means Defendants Mitra VI, LLC, Denali
19 Midco 2 LLC, and TSG Consumer Partners LP, and their subsidiaries, affiliates and/or parents,
20 attorneys, and each of their respective successors and predecessors in interest; all of their respective
21 officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents; and
22 each of their past, present and future officers, directors, shareholders, employees, agents, principals,
23 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers. The Released
24 Class Claims include all claims from which Participating Class Members are fully releasing the
25 Released Parties under this Settlement from November 4, 2018 through February 13, 2025 (*i.e.*, the
26 Class Period), including all claims that were alleged, or reasonably could have been alleged, based
27 on the facts alleged in the Complaints in the Action (including both the consolidated Kanafani et
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1 al. (Case No: 37-2022-00044660-CU-OE-CTL) and Rosas et al. (Case No. 37-2022-00046807-CU-
2 OE-CTL) actions), all amended Complaints in the Action, and all exhibits to those Complaints
3 including Plaintiffs' LWDA notice letters, during the Class Period. The Released Class Claims will
4 apply to the "Release Parties, defined below. The Released Class Claims will include without
5 limitation Plaintiffs' claims for (1) unfair competition in violation of California Business and
6 Professions Code § 17200, et seq.; (2) failure to pay minimum wages; (3) failure to pay overtime;
7 (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6) failure
8 to reimburse employees for required expenses; (7) failure to provide wages when due; (8) failure
9 to provide accurate itemized wage statements (both as a derivative and direct theory); (8) failure to
10 keep complete and accurate records; and (9) failure to pay all wages due at separation.

11 16. In consideration for the promises and payments set forth in the Settlement
12 Agreement, to which Plaintiff is otherwise not entitled, Plaintiffs release and discharge a complete
13 and general release and a 1542 Waiver to the Released Parties, and each of them, upon the Effective
14 Date occurring as provided in the Settlement Agreement.

15 17. After Settlement administration has been completed in accordance with the
16 Settlement Agreement and Void Date of the settlement checks to Participating Class Members, and
17 in no event later than one year after the Effective Date, the Parties shall file a report with this Court
18 certifying compliance with the terms of the Settlement.

19 18. The Settlement represents a compromise of disputed claims. Neither this Final
20 Approval Order, the Settlement Agreement, nor any document referred to herein, nor any action
21 taken to carry out the Settlement Agreement is, may be construed as, or may be used as an
22 admission by or against any Defendant or any of the other Released Parties of any fault, wrongdoing
23 or liability whatsoever.

24 19. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
25 and in accordance with the terms set forth in the Settlement Agreement.

1 20. Without affecting the finality of this Final Approval Order in any way, this Court
2 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
3 the Settlement and all orders and judgments entered in connection therewith.

4 **IT IS SO ORDERED.**

5
6 Dated: _____

 1/30/24

HONORABLE GREGORY POLLACK
JUDGE OF THE SUPERIOR COURT