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15 and the Proposed Class

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 ANGELINA GOMEZ GONZALEZ,
19 individually, and on behalf of all others
20 similarly situated,

21 Plaintiff,

22 vs.

23 VEGE LABS LLC, a limited liability
24 company; and DOES 1 through 10,
25 inclusive,

26 Defendants.

FILED
Superior Court of California
County of Los Angeles

01/22/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Case No.: 24STCV13232

Assigned for All Purposes to:
Hon. Theresa M. Traber

**~~[REVISED]~~ ~~[PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Hearing Information:

Date: December 1, 2025
Time: 10:30 a.m.
Dept.: 1

1 **PLEASE TAKE NOTICE THAT** on December 1, 2025 at 10:30 a.m., the Motion for Preliminary
2 Approval of Class Action Settlement filed by Plaintiff Angelina Gomez Gonzalez (“Plaintiff”), on
3 behalf of herself and a Settlement Class, and not opposed by Defendant Vege Labs, LLC
4 (“Defendant”), came on for hearing in Department 1 of the Los Angeles County Superior Court,
5 located at 312 N Spring St, Los Angeles, CA 90012.

6 Following consideration of the evidence, the Court made the following factual findings, which
7 were contained in the Court’s Tentative Ruling for the hearing on December 1, 2025. The Court’s
8 tentative ruling read as follows:

9 “The Court’s tentative ruling is to GRANT the motion for preliminary approval contingent on
10 the parties addressing the following:

11 1. The escalator clause at Settlement Agreement ¶8 provides Defendant with the option to
12 shorten the Class Period and PAGA Period in lieu of increasing the Gross Settlement Amount.
13 If the Class Period is to be adjusted, this should be confirmed prior to preliminary approval
14 being granted and notice being distributed. Based on current records, the parties and/or
15 administrator should review and verify the workweek total and confirm the end dates of the
16 Class Period and PAGA Period. Revise the agreement and notice, if necessary.

17 2. Notice section 3.1 states that Defendant will fund the Gross Settlement not more than 14
18 days after the Judgment entered by the Court becomes final, which is inconsistent with the 28-
19 day timeline stated at Settlement Agreement ¶4.3. Please resolve.

20 The revised Settlement Agreement and Class Notice must be submitted, along with any
21 supplemental declarations, in their final signed form along with a red-lined copy showing changes
22 made, no later than December 15, 2025. The Court sets a non-appearance case review for December
23 19, 2025.

24 **BACKGROUND**

25 Plaintiff Angelina Gomez Gonzalez sues her former employer, Defendant Vege Labs, LLC,
26 for alleged wage and hour violations. Defendant is a provider and manufacturer of cosmetic and
27 sanitary products, including hand sanitizers, skincare products and lotions. Plaintiff seeks to represent
28 a class of Defendant’s current and former non-exempt employees.

1 On May 28, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of
2 action against Defendants for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay
3 Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime
4 Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4)
5 Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor
6 Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§
7 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226
8 (Failure to Provide Accurate Itemized Wage Statements; (8) Violation of Bus. & Prof. Code §§ 17200
9 et seq. (Unfair Business Practices).

10 On June 3, 2024, Plaintiff, through her attorneys, submitted a letter to the Labor and Workforce
11 Development Agency alleging various violations of the California Labor Code. On August 8, 2024,
12 Plaintiff filed the operative First Amended Complaint adding a cause of action for Civil Penalties
13 Under PAGA [Cal. Lab. Code § 2699, et seq.]. On April 18, 2025, the Parties participated in a full-day
14 mediation with Kelly Knight, Esq., which ultimately resulted in settlement. The terms of settlement
15 were finalized in the longform Class Action and PAGA Settlement Agreement, a copy of which is
16 attached to the Declaration of Tiffany Hyun (“Hyun Decl.”) as Exhibit 1.

17 Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

18 **SETTLEMENT CLASS DEFINITION**

- 19 • “Class” is defined as “all current and former hourly employees employed by Defendant in
20 California who were classified as non-exempt during the Class Period.” (§1.5)
- 21 • “Class Period” means the period from June 3, 2023 through June 17, 2025, or as modified
22 pursuant to Paragraph 8 of the Agreement, whichever is earliest. (§1.12)
- 23 • “Aggrieved Employee” means all current and former hourly employees employed by
24 Defendant in California who were classified as non-exempt during the PAGA Period. (§1.4)
- 25 • “PAGA Period” means the period from June 3, 2023 through June 17, 2025, or as modified
26 pursuant to Paragraph 8 of the Agreement, whichever is earliest. (§1.31)
- 27 • “Participating Class Member” means a Class Member who does not submit a valid and timely
28 Request for Exclusion from the Class portion of the Settlement. (§1.35)

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TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$150,000**, non-reversionary. (¶3.1)
- Escalator Clause: This settlement is based on Defendant’s belief that there are approximately 5,172 Workweeks at issue. If the number of verified Workweeks in the Class Period is ten percent (10%) higher than this figure (or 5,690 workweeks worked), **Defendant, at its option agrees to either:** (a) increase the Gross Settlement Amount by the same percentage above 10% such that it shall be increased by one percent (1%) for every one percent increase in pay periods over the 10% threshold (e.g., if there is a 12% increase in the number of workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 2%; **or (b) agree to shorten and close the Class Period on the date before it would exceed 5,690 workweeks worked by the settlement Class Members so as to eliminate the need to increase the Gross Settlement Amount.** Defendant will notify Plaintiff’s counsel and the Administrator of its election by no later than seven (7) days of being notified by the Settlement Administrator that the Escalator Clause is triggered and prior to the Class Notice being mailed to the Class Members. **To avoid any uncertainty as to the Class and PAGA Period end dates, Defendant and/or the Administrator must verify the total workweek count and confirm the end dates of the Class and PAGA Periods prior to Plaintiff filing a Motion for Preliminary Approval.** (¶8)
- The Net Settlement Amount (“Net”) (**\$52,710**) is the GSA minus the following:
 - Up to **\$50,000** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$20,000** for attorney costs (Ibid.);
 - Up to **\$7,500** for a service award to the proposed class representative (¶3.2.1);
 - Up to **\$4,790** for settlement administration costs (¶3.2.3); and
 - Payment of **\$15,000** PAGA penalty (75% or \$11,250 to the LWDA). (¶3.2.5)
- Defendant will separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)

- 1 • There is no claim form requirement. (§3.1)
- 2 • Individual Settlement Payment Calculation: Each Participating Settlement Class Member will
- 3 receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by
- 4 the total number of Workweeks worked by all Participating Class Members during the Class
- 5 Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 6 (§3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The
- 7 Administrator will retain amounts equal to their Individual Class Payments in the Net
- 8 Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 9 (§3.2.4.2)
- 10 ○ PAGA Payments: The Administrator will calculate each Individual PAGA Payment
- 11 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
- 12 (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved
- 13 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
- 14 Employee's PAGA Period Pay Periods. (§3.2.5.1)
- 15 ○ Tax Allocation: Each Participating Class Member's Individual Class Payment will be
- 16 allocated as 20% to wages, 80% to interest and penalties (§3.2.4.1). The Administrator
- 17 will report the Individual PAGA Payments on IRS 1099 Forms. (§3.2.5.2)
- 18 • "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class
- 19 Members and shall be the last date on which Class Members may: (a) fax, email, or mail
- 20 Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his
- 21 or her Objection to the Class portion of the Settlement. Class Members to whom Notice Packets
- 22 are resent after having been returned undeliverable to the Administrator shall have an
- 23 additional 14 calendar days beyond the Response Deadline has expired to submit Requests for
- 24 Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks
- 25 allocated to them as a part of the Settlement. (§1.42)
- 26 ○ If 10% or more of the Settlement Class members elect not to participate in the
- 27 Settlement by submitting a valid Request for Exclusion, Defendant may, at its election,
- 28

1 rescind the Settlement and all actions taken in its furtherance of it will be thereby null
2 and void. (§9)

- 3 • Funding of Settlement: Defendant shall fund the Gross Settlement Amount and also fund the
4 amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion of
5 the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-
6 eight (28) days of the Effective Date. (§4.3)
- 7 • Disbursement: Within thirty (30) days after Defendant funds the settlement as provided for in
8 Paragraph 4.3, the Administrator will mail checks for all Individual Class Payments, all
9 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
10 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Payment, Class Counsel
11 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
12 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
13 Representative Service Payment shall not precede disbursement of Individual Class Payments
14 and Individual PAGA Payments. (§4.4)
- 15 • Uncashed Settlement Checks: The face of each check shall prominently state the date when
16 the check will be voided, which date shall be one hundred eighty (180) days after the date of
17 mailing. (§4.4.1) For any Class Member whose Individual Class Payment check or Individual
18 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
19 transmit the funds represented by such checks to the California Controller's Unclaimed
20 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
21 to the requirements of California Code of Civil Procedure § 384(b). (§4.4.3)
- 22 • The settlement administrator will be Apex Class Action Administration. (§1.2)
- 23 • The proposed settlement was submitted to the LWDA on October 17, 2025. (Exhibit 3 to Hyun
24 Decl.)
- 25 • Participating class members and the named Plaintiff will release certain claims against
26 Defendant. (See further discussion below)

27
28 ANALYSIS OF SETTLEMENT AGREEMENT

1 **1. Does a presumption of fairness exist?**

2 1. Was the settlement reached through arm’s-length bargaining? On April 18, 2025, the Parties
3 participated in a full-day mediation with Kelly Knight, Esq., which ultimately resulted in settlement.
4 (Hyun Decl., ¶8.)

5 2. Were investigation and discovery sufficient to allow counsel and the court to act
6 intelligently? Class Counsel represents that prior to the mediation, they requested and received class
7 data for purposes of the mediation, including the number of Class Members, Aggrieved Employees,
8 total Workweeks worked by the Class Members during the Class Period, total PAGA Pay Periods,
9 applicable meal and rest period policies and practices, time keeping policies and practices, applicable
10 expense reimbursement policies and practices, and other documents relevant to the litigation. In total,
11 Defendant produced hundreds of pages of relevant documents prior to the mediation, including a
12 sampling of the time sheets and payroll records for the putative Class. (Id. at ¶6.) Also, during the
13 mediation process, Defendant indicated that it would have trouble funding a large settlement and that
14 it did not believe that it could fund a large judgment against it. Class Counsel thereafter requested and
15 received documents, including, e.g., profit and loss statements and other confidential financial
16 documents demonstrating these financial challenges. (Id. at ¶8.)

17 3. Is Class Counsel experienced in similar litigation? Class Counsel is experienced in class
18 action litigation, including wage and hour class actions. (Id. at ¶31.)

19 4. What percentage of the class has objected? This cannot be determined until the fairness
20 hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group
21 2014) ¶ 14:139.18, (“Should the court receive objections to the proposed settlement, it will consider
22 and either sustain or overrule them at the fairness hearing.”).

23 CONCLUSION: The settlement is entitled to a presumption of fairness.

24
25 **2. Is the settlement fair, adequate, and reasonable?**

26 1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiff
27 on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.*
28

1 (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below,
2 regarding the estimated values of the class claims alleged:

3 Unpaid Wages: \$79,829.82

4 Meal Period Violations: \$32,411.38

5 Rest Period Violations: \$32,411.38

6 Reimbursement for Business Expenses: \$6,071.31

7 Wage Statement Violations: \$276,000.00

8 Waiting Time Penalties: \$88,905.60

9 PAGA Penalties: \$258,600.00

10 **Total: \$774,229.49**

11 (Hyun Decl., ¶¶15-27.)

12 2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the
13 class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion
14 practice and appeals) are also likely to prolong the litigation as well as any recovery by the class
15 members.

16 3. Risk of maintaining class action status through trial. Even if a class is certified, there is
17 always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213,
18 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting
19 class actions, which means, under suitable circumstances, entertaining successive motions on
20 certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).)

21 4. Amount offered in settlement. Class Counsel estimated Defendant’s maximum damages at
22 \$774,229.49. Class Counsel obtained a settlement valued at \$150,000. This is approximately 19.4% of
23 Plaintiff’s potential maximum recovery which, given the uncertain outcomes, is within the “ballpark”
24 of reasonableness. The settlement amount, if reduced by the requested deductions, leaves
25 approximately \$52,710 to be divided among approximately 69 class members. Assuming full
26 participation, the resulting payments will average approximately \$763.91 per class member.

27 5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time
28 of the settlement, Class Counsel had conducted sufficient informal discovery.

1 6. Experience and views of counsel. The settlement was negotiated and endorsed by Class
2 Counsel who, as indicated above, is experienced in class action litigation, including wage and hour
3 class actions.

4 7. Presence of a governmental participant. This factor is not applicable here.

5 8. Reaction of the class members to the proposed settlement. The class members' reactions will
6 not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit
7 claim forms. This factor becomes relevant during the fairness hearing.

8
9 CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."
10

11 **3. Scope of the release**

12 Releases of Claims: As of the Effective Date of this Settlement, Plaintiff and the Participating
13 Class Members will release claims against all Released Parties as follows: (¶5)

- 14 • Release by Participating Class Members: Upon Approval by the Court and upon funding of
15 the Gross Settlement Amount, all Participating Class Members release, on behalf of themselves
16 and their respective former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, Defendant and Released Parties from any and all class claims that were
18 alleged, or reasonably could have been alleged, based on the same or substantially similar facts
19 stated in the operative Complaint in the Action, for the duration of the Class Period, including,
20 (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed;
21 (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5)
22 Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Timely Pay Final
23 Wages; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair
24 Competition, and for violation of the relevant Wage Orders issued by the Industrial Welfare
25 Commission based on the same or substantially similar facts stated in the Operative Complaint,
26 and any and all related claims for attorneys' fees and costs. (¶5.2)
- 27 • Release by Aggrieved Employees: Upon Approval by the Court and upon funding of the Gross
28 Settlement Amount, all Aggrieved Employees (whether Participating or Non Participating

1 Class Members) release, behalf of themselves and their respective former and present
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and
3 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
4 have been alleged, based on the same or substantially similar facts and claims as stated in the
5 operative Complaint in the Action and Plaintiff’s PAGA Notice filed with the LWDA on June
6 3, 2024, for the duration of the PAGA Period, including claims for, (1) Failure to Pay All
7 Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide
8 Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide
9 Accurate, Itemized Wage Statements; (6) Failure to Timely Pay Final Wages; (7) Failure to
10 Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and for violation of
11 the relevant Wage Orders issued by the Industrial Welfare Commission based on the same or
12 substantially similar facts stated in the Operative Complaint, and any and all related claims for
13 attorneys’ fees and costs. (§5.3)

14 ○ “PAGA Notice” means Plaintiff’s June 3, 2024 letter to Defendant and the LWDA
15 providing notice pursuant to Labor Code § 2699.3(a). (§1.33)

- 16 • “Released Parties” means: Defendant and its former, present, and future its parents,
17 subsidiaries, affiliated entities, equity sponsors, and related companies/corporations and/or
18 partnerships (specifically including but not limited to Defendant’s registered entities, subject
19 to proof), and each of their respective past, present, and future owners, principals, officers,
20 directors, members, shareholders, managers, agents, trustees, employees, contractors,
21 consultants, attorneys and legal counsel, accountants, insurers, reinsurers, representatives,
22 divisions, partners, joint venturers, predecessors, successors, assigns, actual or alleged joint
23 employers, actual or alleged integrated enterprises, and alter-egos. (§1.40)
- 24 • Named Plaintiff will also provide a general release and CC § 1542 waiver. (§5.1)

25
26 **4. May conditional class certification be granted?**

27 **1. Standards**

1 A detailed analysis of the elements required for class certification is not required, but it is
2 advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc.*
3 *v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard
4 to determine the propriety of a settlement class as opposed to a litigation class certification.
5 Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally,
6 the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the
7 prerequisites for class certification have been satisfied. (*Wershba* at 240.)

8 2. Analysis

9 a. Numerosity. There are approximately 69 putative Class Members. (MPA at 16:24.) This
10 element is met.

11 b. Ascertainability. The proposed class is defined above. The class definition is “precise,
12 objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905,
13 919.) The class members are identifiable from Defendant’s records. (MPA at 17:8-10.)

14 c. Community of interest. “The community of interest requirement involves three factors: ‘(1)
15 predominant common questions of law or fact; (2) class representatives with claims or defenses
16 typical of the class; and (3) class representatives who can adequately represent the class.’”
17 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) As to predominant questions of law or
18 fact, Plaintiff contends that the common questions of law and fact clearly exist, as the
19 underlying dispute involves Defendant’s employment policies and practices which affected all
20 the employees in the proposed Class. (MPA at 17:15-17.) As to typicality, Plaintiff is typical
21 of the class she seeks to represent because Plaintiff worked for Defendant, contends that the
22 alleged violations occurred as a result of a common policy affecting all the putative Class
23 Members and contends that he had a similar experience to each of the Class Members because
24 they were all subjected to common policies and practices by Defendant. (*Id.* at 17:17-21.) As
25 to adequacy, Plaintiff represents that she has participated in the litigation and is aware of the
26 risks and duties of serving as class representative. (Declaration of Angelina Gomez Gonzalez,
27 ¶¶5-6.)

28 d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience

1 in class action litigation, including wage and hour class actions.

2 e. Superiority. Given the relatively small size of the individual claims, a class action appears to
3 be superior to separate actions by the class members.

4
5 CONCLUSION: The class may be conditionally certified since the prerequisites of class certification
6 have been satisfied.

7
8 **5. Is the notice proper?**

9 1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its
10 content appears to be acceptable. It includes information such as: a summary of the litigation; the nature
11 of the settlement; the terms of the settlement agreement; the proposed deductions from the gross
12 settlement amount (attorney fees and costs, enhancement awards, and administration costs); the
13 procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the
14 consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and
15 place of the final approval hearing. Notice will be given in English and Spanish. (¶1.11)

16 2. Method of class notice.

17 Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement,
18 Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
19 spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than fourteen
20 (14) days after receiving the Class Data but not before confirming Defendant’s election under
21 Paragraph 8, if applicable, the Administrator will send to all Class Members identified in the Class
22 Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish
23 translation). Before mailing Class Notices, the Administrator shall update Class Member addresses
24 using the National Change of Address database. (¶7.4.2) Not later than three (3) business days after
25 the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator
26 shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does
27 not provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
28 and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation

1 to make further attempts to locate or send Class Notice to Class Members whose Class Notice is
2 returned by the USPS a second time. (§7.4.3)

3 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay
4 Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty
5 (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
6 (§7.4.4) Notice of Final Judgment will be posted on the Settlement Administrator's website. (§7.8.1)

7 3. Cost of class notice. As indicated above, settlement administration costs are estimated not
8 to exceed \$4,790. Prior to the time of the final fairness hearing, the administrator must submit a
9 declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement
10 for approval by the Court.

11
12 **6. Attorney fees and costs**

13 CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with
14 respect to the payment of attorney fees or the submission of an application for the approval of attorney
15 fees must be set forth in full in any application for approval of the dismissal or settlement of an action
16 that has been certified as a class action." Ultimately, the award of attorney fees is made by the court at
17 the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v.*
18 *Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82
19 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any
20 agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to
21 review the attorney fee provision of the settlement agreement and award only so much as it
22 determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118
23 Cal.App.4th 123, 128.) The question of whether Class Counsel is entitled to **\$50,000** (33 1/3%) in
24 attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for
25 attorney fees. Class counsel must provide the court with billing information so that it can properly
26 apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each
27 counsel. Class Counsel should also be prepared to justify the costs sought (capped at **\$20,000**) by
28 detailing how they were incurred.

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7. **Incentive Award**

The Settlement Agreement provides for an enhancement award of up to **\$7,500** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than pro forma claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.”

//

Following the hearing, the Parties submitted revised notices as directed by the Court, as well confirming the triggering of the Escalator Clause. The Administrator also confirmed Defendant’s election to invoke the Escalator Clause to increase the Gross Settlement Amount to **\$158,346.87**. The Parties then submitted a further revised notice to the Class reflecting the escalated Gross Settlement Amount.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement attached as **Exhibit 1** to the Declaration of Tiffany Hyun filed concurrently herewith.

2. The Court recognizes that the parties stipulate and agree to certification of a class

1 for settlement purposes only. For settlement purposes only, the Court conditionally certifies the
2 following settlement class (the “Class Members” or “Settlement Class”): “all current and former
3 hourly employees employed by Defendant in California who were classified as non-exempt
4 during the Class Period.” The “Class Period” means June 3, 2023 through June 17, 2025, or as
5 modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

6 3. The Class also includes “Aggrieved Employees,” which is defined as “all current
7 and former hourly employees employed by Defendant in California who were classified as non-exempt
8 during the PAGA Period..” “PAGA Period” means June 3, 2023 through June 17, 2025, or as
9 modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

10 4. The Court finds, for settlement purposes only, the requirements of California Code
11 of Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a
12 Class Member who has not requested exclusion from the Settlement.

13 5. Plaintiff is hereby appointed and designated, for all purposes, as the representative
14 of the class, and the following attorneys are hereby appointed and designated as counsel for
15 Plaintiff and the Class (“Class Counsel”):

16
17
18 Seung Yang
seung.yang@thesentinel.com
19 Tiffany Hyun
tiffany.hyun@thesentinel.com
20 Jeffrey Jackson
jeffrey.jackson@thesentinel.com
21 Jessica Abreu
jessica.abreu@thesentinel.com
22 **THE SENTINEL FIRM, APC**
23 355 S. Grand Ave., Suite 1450
24 Los Angeles, California 90071
25 Telephone: (213) 985-1150
26 Facsimile: (213) 985-2155

26 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents
27 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
28 necessary to consummate the Settlement. Any Class Member may enter an appearance through

1 counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class
2 Member who does not enter an appearance or appear on his or her own will be represented by Class
3 Counsel.

4 6. The Court hereby approves on a preliminary basis the Settlement Agreement as
5 appearing on its face to be fair, reasonable, and adequate and to have been the product of serious,
6 informed, and extensive negotiations among Plaintiff, Defendant, and their respective counsel.

7 7. A final approval hearing shall be held before this Court on [June 16, 2026],
8 at [10:30] a.m. in Department 1 of the Los Angeles County Superior Court, located at 312 N. Spring
9 St, Los Angeles, CA 90012, to determine all necessary matters concerning the Settlement,
10 including: whether the proposed settlement of the Action on the terms and conditions provided for
11 in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by
12 the Court; whether a Judgment, as provided in the Settlement, should be entered herein; whether
13 the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate
14 and reasonable to the Class Members; and to finally approve Class Counsels' Fees and Costs
15 Award, the Class Representative Enhancement Payment, the PAGA payment to the LWDA and
16 the settlement administration expenses. The Final Approval hearing may be continued without
17 further notice.

18 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
19 days prior to the hearing.

20 9. The Court hereby appoints Apex Class Action Administration as Settlement
21 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
22 Class Members (including the Aggrieved Employees) the Notice by first class mail within fourteen
23 (14) calendar days after the receipt of the Class Data from Defendant using the procedures set forth
24 in the Settlement Agreement. Class Members who do not opt out of the non-PAGA portion of the
25 settlement will become Participating Class Members and will automatically receive their
26 Individual Settlement Payment.

27 10. The Court hereby approves, as to form and content, the Notice of Class Action
28 Settlement and Hearing Date for Final Court Approval attached as **Exhibit 1** to the Further

1 Supplemental Declaration of Jeffrey Jackson filed on December 29, 2025. The Court finds that
2 the distribution of the Notice of Class Action Settlement substantially in the manner and form set
3 forth in the Settlement Agreement and this Order meets the requirements of due process, is the
4 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
5 all persons entitled thereto.

6 11. Prior to mailing the Notice of Class Action Settlement and Hearing Date for Final
7 Court Approval, the Settlement Administrator is directed to verify the total number of workweeks
8 and pay periods in accordance with terms of the Settlement Agreement and to determine whether
9 the Escalator Clause has triggered and if so, to determine Defendant's election under that clause.
10 If Defendant elects to modify the Class Period pursuant to the Escalator Clause, the Notice of Class
11 Action Settlement and Class List shall be modified to ensure the accuracy of the Notice and that
12 the Notice is only sent to persons who are Class Members.

13 12. The Court reserves the right to adjourn or continue the date of the final approval
14 and all dates provided for in the Settlement Agreement without further notice and retains
15 jurisdiction to consider all further applications arising out of or connected with the proposed
16 Settlement.

17
18 IT IS SO ORDERED.

19
20 Dated: 01/22/2026



21 Theresa M. Traber / Judge
22 JUDGE OF THE SUPERIOR COURT