

JAN 16 2026

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on behalf of herself and others similarly situated

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

DEBORAH CALLAHAN, an individual on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

GOLDEN DOOR PROPERTIES, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00002190-CU-OE-CTL

Assigned for All Purposes To:
Hon. ~~James A. Mangione~~ *Judy S. Bae*
Dept.: ~~E-75~~ *62*

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

Date: January 16, 2025
Time: 9:10 a.m.
Dept.: ~~E-75~~ *62*

1 **ORDER AND FINAL JUDGMENT**

2 On January 16, 2025, the unopposed motion of Plaintiff Deborah Callahan (“Plaintiff”), on
3 behalf of herself and all other similarly situated employees of Defendant Golden Door Properties,
4 LLC (“Defendant”) (collectively, the “Parties”), for final approval of the Parties’ Class Action and
5 PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) came before the Court for
6 hearing. The Parties appeared through counsel at the final approval hearing and did not contest any
7 tentative ruling, and no objectors appeared. During the administration, there were also no objectors
8 and zero requests for exclusion from the Settlement.

9 The Court finds that full and adequate notice has been given to the Class, and having
10 considered all papers filed and proceedings held herein and with good cause appearing:

11 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 1. The Court hereby enters an Order and Final Judgment, which is incorporated herein
13 by this reference as though set forth in full and in accordance with the terms of the Parties’
14 Settlement Agreement, with the exception of the following modifications to the Settlement
15 Agreement: (i) the Response Deadline for Class Members to submit a Request for Exclusion, an
16 objection to the Settlement, and a challenge to the calculation of Workweeks and/or PAGA Pay
17 Periods allocated to the Class Members in the Notice of Class Action and PAGA Settlement (“Class
18 Notice”) shall be 60 days after the Administrator mails the Class Notice to Class Members; (ii) the
19 requested Class Representative Service Payment shall not be greater than \$5,000.00; and (iii) the
20 payment for Administration Costs shall not exceed \$12,700.00. Unless otherwise provided, all
21 capitalized terms used in this Order and Final Judgment shall have the same meaning as defined in
22 the Settlement Agreement.

23 2. Consistent with the definitions provided in the Settlement Agreement, the Class
24 Members consist of “all persons employed by Defendant in California as non-exempt hourly
25 employees who worked for Defendant during the Class Period, which is January 18, 2020 through
26 February 1, 2025.”

27 3. Because adequate notice has been disseminated and all potential Class Members
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1 have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject
2 matter of this proceeding and all Parties to this proceeding, including all Class Members. In addition,
3 the Court has personal jurisdiction over all Class Members with respect to the Action and the
4 Settlement.

5 4. Distribution of the Class Notice directed to the Class Members, as set forth in the
6 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
7 including individual notice to all Class Members who could be identified through reasonable effort,
8 and the best notice practicable under the circumstances. The Class Notice provided due and adequate
9 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including
10 the proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the
11 requirements of California law, the California and United States Constitutions (including the Due
12 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
13 rule 3.766, and any other applicable law. Consistent with the Preliminary Approval Order, the Class
14 Notice also provided due and adequate notice to Class Members of their right to exclude themselves
15 from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

16 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
17 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
18 reference, the Court finds the Settlement was entered into in good faith and further finds that the
19 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
20 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for
21 final approval of this class action Settlement under California law, including the provisions of
22 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
23 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
24 4 Cal. 3d 800, 821 (1971).

25 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
26 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
27 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
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1 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
2 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
3 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
4 settlement proceeds among the Participating Class Members, and the fact that a settlement
5 represents a compromise of the Parties' respective positions rather than the result of a finding of
6 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
7 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
8 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.
9 The Court makes final its earlier provisional certification of the Settlement Class, as set forth in the
10 Preliminary Approval Order.

11 7. As of the date of this Final Order, the Named Plaintiff and all Participating Class
12 Members shall be bound by the releases set forth in the Settlement Agreement. Except as to such
13 rights or claims that may be created by the Settlement, all Class Members as of the date of this Final
14 Order who did not timely opt-out are forever barred and enjoined from prosecuting or seeking to
15 reopen the Settled Claims, and any other claims released by the Settlement Agreement, against the
16 Released Parties. All Aggrieved Employees and the State of California are enjoined from
17 prosecuting or seeking to reopen the settled PAGA Claim against the Released Parties.

18 8. Out of the total of 479 Class Members who were sent the Class Notice, zero Class
19 Members objected and zero Class Members opted out of the Settlement.

20 9. The Court confirms D.Law, Inc. as Class Counsel and finds that Class Counsel has
21 adequately represented the Class for purposes of entering into and implementing the Settlement.

22 10. The Court finds the \$211,500.00 Gross Settlement Amount provided for under the
23 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
24 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
25 following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of
26 \$70,500.00 to Class Counsel; (2) a Class Counsel Litigation Expenses Payment of \$11,209.36 for
27 reimbursement of actual costs incurred by Class Counsel; (3) Class Representative Service Payment
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1 of \$5,000.00 to Plaintiff; (4) an Administration Costs payment of \$12,700.00 for the Administrator;
2 and (5) PAGA Penalties, consisting of \$10,000.00, with a LWDA PAGA Payment of \$7,500.00 to
3 the Labor and Workforce Development Agency and \$2,500.00 to Aggrieved Employees to be
4 distributed on a pro-rata basis as Individual PAGA Payments.

5 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
6 set forth in Class Counsel's application, an award of Class Counsel Fees Payment in the amount of
7 \$70,500.00 and an award of Class Counsel Litigation Expenses Payment in the amount of
8 \$11,209.36 as final payment for and complete satisfaction of any and all attorneys' fees and costs
9 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's
10 request falls within the range of reasonableness and that the result achieved justifies the award and
11 that the requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment
12 and a Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross
13 Settlement Amount in accordance with the terms of the Settlement Agreement.

14 12. The Court finds and determines that the Class Representative Service Payment to
15 Plaintiff, Deborah Callahan, in the sum of \$5,000.00, in consideration for her service as the Class
16 Representative is fair and reasonable. The Court hereby grants final approval to and orders that the
17 payment of the Class Representative Service Payment be paid as provided by the Settlement
18 Agreement.

19 13. The Court further approves the payment of Administration Costs of \$12,700.00 to
20 Apex Class Action, to cover the costs of administration as provided for in the Settlement Agreement.
21 The payment authorized by this paragraph shall be made in accordance with the terms of the
22 Settlement Agreement.

23 14. The Court further finds that the Parties' proposed settlement of the claims brought
24 under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, is fair,
25 reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce
26 Development Agency ("LWDA") and will fully and adequately comply with the notice
27 requirements of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA
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1 claims pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this
2 portion of the settlement as set forth in the Settlement Agreement, including the LWDA PAGA
3 Payment and Individual PAGA Payment.

4 15. The Court also approves a payment of PAGA Penalties of \$10,000.00 for claims
5 asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties
6 (\$7,500.00) paid to the California Labor and Workforce Development Agency ("LWDA PAGA
7 Payment") and the other 25% (\$2,500.00) to be paid to the Aggrieved Employees ("Individual
8 PAGA Payment"). The PAGA Penalties are included in, and shall come from, the Gross Settlement
9 Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in accordance with
10 the terms of the Settlement Agreement.

11 16. The "Net Settlement Amount" means the Gross Settlement Amount, less the
12 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
13 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment, and the Administration Cost payment. The remainder is to
15 be paid to Participating Class Members as Individual Settlement Payments on a pro rata basis.

16 17. The Court finds the settlement payments from the Net Settlement Amount provided
17 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
18 orders the calculations and the payments to be made and administered to the Participating Class
19 Members in accordance with the terms of the Settlement Agreement. The settlement payments
20 authorized by this paragraph shall be made in accordance with the terms of the Settlement
21 Agreement. It is also ordered that, after 180 days from the date of distribution of Individual Class
22 Payments and/or Individual PAGA Payments, the funds from any uncashed and voided checks will
23 be tendered to the California Controller's Unclaimed Property Fund.

24 18. The Court sets a ~~non-appearance date for submission of a final report~~ *Final Accounting Hearing*
25 9/18, 2025 *@ 9:10 Am in Dept. 62.*

26 19. Defendant shall not be required to pay any additional amounts in connection with the
27 Settlement other than those amounts specifically set forth in the Settlement Agreement.

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1 20. The terms of the Settlement Agreement and this Order and Final Judgment are
2 binding on the Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their
3 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
5 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the
6 extent those claims, lawsuits or other proceedings assert released claims in the Settlement
7 Agreement.

8 21. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other
9 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order
10 and Final Judgment) is, may be construed as, or may be used as, an admission or concession by or
11 against the Defendant or the Released Parties of the validity of any claim or any actual or potential
12 fault, wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any
13 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
14 admission or concession as to the Defendant's denials or defenses and shall not be offered or
15 received in evidence in any action or proceeding against any party in any court, administrative
16 agency or other tribunals for any purpose whatsoever, except as evidence of the settlement or to
17 enforce the provisions of this Order and Final Judgment and the Settlement Agreement; *provided,*
18 *however,* that this Order and Final Judgment and the Settlement Agreement may be filed in any
19 action against or by the Defendant or the Released Parties to support a defense of *res judicata,*
20 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
21 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

22 22. Accordingly, the Court enters this judgment consistent with the above and the
23 Parties' Settlement Agreement.

24 23. There is no reason to delay the enforcement of this Order and Final Judgment.

25 24. Without affecting the finality of the Settlement and this Order and Final Judgment,
26 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
27 jurisdiction over the above-captioned action and the Parties, including all Participating Class
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1 Members, relating to the Action and the administration, consummation, enforcement and
2 interpretation of the Settlement Agreement, this Order and Final Judgment, and for any other
3 necessary purpose.

4 25. This Judgment is intended to be a final disposition of the above-captioned action in
5 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
6 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

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8 **IT IS SO ORDERED.**

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10 Dated: January 16, 2026

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Hon. ~~James A. Mangione~~ *Judy S. Bae*
Judge of the Superior Court

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