



~~PROPOSED~~ ORDER AND JUDGMENT

1  
2 Plaintiff Octavio Garcia’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement  
3 and Motion for Award of Attorneys’ Fees and Costs with Defendant Liliput, Inc. (“Defendant” or  
4 “Liliput”) came before this Court on January 12, 2026, at 10:00 a.m. in Department 10 of the Los  
5 Angeles County Superior Court Courthouse located at 312 N Spring St, Los Angeles, CA 90012.  
6 Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice,  
7 attached as **Exhibit 1** to the Declaration of James Clark in Support of Plaintiff’s Motion for Final  
8 Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of  
9 Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Stacey Shim  
10 on behalf of Apex Class Action, LLC, and the evidence and argument received by the Court in  
11 conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final  
12 approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**  
13 **DETERMINATION:**

14 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
15 including all members of the settlement class.

16 2. The Court finds that the Class (defined below) is properly certified as a class for  
17 settlement purposes only:

18 All current and former hourly, non-exempt employees who worked for Defendant within the  
19 State of California during the Class Period.

20 3. The “Class Period” is the period from September 1, 2022, to July 23, 2024.

21 4. For purposes of the settlement, the Court designates named Plaintiff Octavio Garcia  
22 as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., James Clark, Esq., and  
23 Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

24 5. The notice provided to the class members conforms with the requirements of  
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
27 law, and constitutes the best notice practicable under the circumstances, by providing individual  
28 notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.  
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is  
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable  
5 requirements for final approval of this class action settlement under California law, including the  
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released  
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing  
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any  
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,  
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability  
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. The Escalator Clause of the Settlement has not been triggered.

17 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two  
18 Hundred Twenty Five Thousand Dollars and Zero Cents (\$225,000.00) and also fund the amounts  
19 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the  
20 Administrator no later than twenty one (21) days after the Effective Date. (Settlement, §§ 4.3)

21 12. The Administrator will issue the following payments within fourteen (14) calendar  
22 days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA  
23 Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class  
24 Counsel Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class  
25 Representative Service Payment.

26 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,  
27 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby  
28

1 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff  
2 in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00).

3 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees  
4 to Class Counsel in the sum of Seventy Five Thousand Dollars and Zero Cents (\$75,000.00), and the  
5 reimbursement of litigation expenses in the sum of Fourteen Thousand Six Hundred Twelve Dollars  
6 and Fifty Seven Cents (\$14,612.57). Each are reasonable amounts. The reasonableness of the fee  
7 award is determined based on a reasonable percentage of a common fund obtained for the class. The  
8 court also has considered the lodestar amount. Awarding fees on a percentage basis encourages  
9 efficient litigation practices and reflects the actual benefit obtained for the class.

10 15. The Court approves and orders payment from the Gross Settlement Amount in the  
11 amount of Six Thousand One Hundred Fifty Dollars and Zero Cents (\$6,150.00) to Apex Class  
12 Action, LLC, for performance of settlement administration services.

13 16. The Court approves and orders the allocation of Twenty Two Thousand Five Hundred  
14 Dollars and Zero Cents (\$22,500.00) of the Gross Settlement Amount as PAGA Penalties.

15 17. The Court approves and orders payment of Sixteen Thousand Eight Hundred Seventy  
16 Five Dollars and Zero Cents (\$16,875.00) (75% of the PAGA Penalties) to the LWDA as the LWDA  
17 PAGA Payment as 75% of the PAGA Penalties.

18 18. The Court approves and orders payment of Five Thousand Six Hundred Twenty Five  
19 Dollars and Zero Cents (\$5,625.00) (25% of the PAGA Penalties) to be distributed to Aggrieved  
20 Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

21 19. In list form, the amounts approved and ordered paid are as follows:

- 22 a. Gross Settlement Amount ("GSA"): \$225,000.00
- 23 b. LWDA Allocation: Total \$22,500.00, composed of:
  - 24 i. LWDA Payment: \$16,875.00 (75% of LWDA Allocation)
  - 25 ii. Aggrieved Employees: \$5,625.00 (25% of LWDA Allocation)
- 26 c. Expected Deductions: Total \$100,762.57, composed of:
  - 27 i. \$5,000.00 - Class Representative Service Payment
  - 28 ii. \$75,000.00 - Attorneys' Fees
  - iii. \$14,612.57 - Attorneys' Costs
  - iv. \$6,150.00 - Settlement Administration Costs
- d. Net Settlement Amount: \$101,737.43 (GSA, minus LWDA Allocation, minus Expected Deductions)

1           20.     Participating Class Members will have one hundred eighty (180) calendar days from  
2 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks  
3 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be  
4 voided, and the Administrator shall transmit the funds represented by such checks to the California  
5 Controller’s Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid  
6 residue” within the requirements of California Code of Civil Procedure Section 384, subd. (b). The  
7 Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion  
8 of the 180 calendar day check cashing period.

9           21.     Release by Participating Class Members: All Participating Class Members, on behalf  
10 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
11 administrators, successors, and assigns, release Released Parties from (i) all claims, damages, debts,  
12 liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state,  
13 federal or local law, whether statutory, common law, or administrative law, at any time during the  
14 Class Period, that were or could have been asserted based on or arising out of the factual allegations  
15 in the Class Complaint or based on any facts discovered in the court of the Action to the extent  
16 permitted by law, and all claims for statutory penalties under PAGA alleged in and/or arising out of  
17 the facts alleged in the PAGA Complaint and/or Plaintiff’s administrative exhaustion letter submitted  
18 to the LWDA on September 1, 2023 arising during the PAGA Period. Except as set forth in Section  
19 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims  
20 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
21 unemployment insurance, disability, social security, workers’ compensation, or claims based on facts  
22 occurring outside the Class Period.

23           22.     Release by Aggrieved Employees: All Non-Participating Class Members who are  
24 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and  
25 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
26 Parties from all claims for PAGA penalties, interest, fees and costs, that were alleged, or reasonably  
27 could have been alleged, based on the PAGA Period facts stated in the Class Complaint, the PAGA  
28 Complaint, and the PAGA Notice.

1           23.     “Released Parties” means: Defendant and all of Defendant’s future, current and former  
2 parents, subsidiaries, divisions, affiliates, successors, assigns, and related companies, and each of  
3 their future, current and former shareholders, members, owners, investment bankers, accountants,  
4 insurers, reinsurers, attorneys, trustees, representatives, administrators, fiduciaries, beneficiaries,  
5 subrogees, executors, partners, privies, joint employers, officers, directors, employees, agents, and  
6 any other individual or entity which could be liable for any of the Released Class Claims and the  
7 Released PAGA Claims.

8           24.     The “PAGA Period” means the period from September 1, 2022, through July 23, 2024.


9           25.     In accordance with Labor Code Section 2699, Class Counsel shall submit this Order  
10 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

11           26.     This Court shall retain jurisdiction with respect to all matters related to the  
12 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
13 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
14 settlement and the determination of all controversies relating thereto.

15           27.     The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall  
16 file a final report with the Court regarding distribution of settlement funds by 3/17/27,  
17 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are  
18 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by  
19 such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member  
20 thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure  
21 Section 384, subd. (b).   NACR re funding 3/24/27 at 9 a.m..

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

23  
24 Dated: 01/12/2026

  
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Hon. Judge William F. Highberger  
Judge of the Superior Court