

04/08/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

Genevieve Anda v. Cash Register Services, Inc.

Case No.: 24STCV01721

Hearing: April 8, 2026

RULING

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$725,000**, non-reversionary. (¶3.1)
 - Escalator Clause: If the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 1,475 Workweeks) above Defendant's estimate (i.e., more than 16,230 Workweeks), Defendant shall increase the Gross Settlement Amount pro rata for every additional workweek worked by the Class Members above that 10% threshold (i.e., if the actual number of workweeks worked by the Class Members is 11% larger than this estimate, the Gross Settlement Amount shall be increased by 1%). (¶9)
- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
 - Up to **\$253,750** (35%) for attorney fees (¶3.4);
 - Up to **\$35,000** for attorney costs (*ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for a service award to each proposed class representative (¶3.4);
 - Up to **\$6,825** for settlement administration costs (¶3.5); and
 - Payment of **\$72,500** PAGA penalty (75% or \$54,375 to the LWDA; and 25% or \$18,125 to the Aggrieved Employees). (¶3.7)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)

- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **July 20, 2026** and will be heard on **September 1, 2026 at 8:30 am.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **July 27, 2026**, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

Plaintiffs Genevieve Anda and Andre Ibarra sues their former employer, Defendant Cash Register Services, Inc. dba Truno, for alleged wage and hour violations. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

Plaintiff Ibarra filed his Complaint on January 22, 2024 in the Orange County Superior Court, and Plaintiff Anda filed her Complaint on January 23, 2024 in the Los Angeles Superior Court. Thereafter, Plaintiffs filed a First Amended Complaint in the Los Angeles Superior Court on September 30, 2025. The operative complaint alleges causes of action for: (1) Violation of B&PC §17200, et seq.; (2) Violation of Labor Code §§ 204, 510, 1194 and 1198; (3) Violation of Labor Code §§ 200, et seq.; (4) Failure to Pay Meal and Rest Break Premiums at the Proper Regular Rate of Pay (Labor Code §226.7) (5) Failure to Provide & Maintain Accurate Wage Statements Pursuant to Labor Code §226; (6) Failure to Provide Meal Periods (Lab. Code §226.7); (7) Failure to Provide Rest Breaks (Lab. Code §226.7); (8) Failure to Reimburse Expenses (Lab. Code §2802); and (9) Violation of Labor Code §§2698-2699 (PAGA).

On July 9, 2025, the parties attended a full-day mediation before mediator Mark LeHocky, Esq., which ultimately resulted in settlement. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement*, a copy of which is attached to the Declaration of Aaron A. Bartz ("Bartz Decl.") as Exhibit A.

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

SETTLEMENT CLASS DEFINITION

- For purposes of this Settlement, "Class" means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the Class Period. (¶1.5)
 - "Class Period" means the period from January 22, 2020, through September 7, 2025. (¶1.12)
- For purposes of this Settlement, "PAGA Members" means all of Defendant's current and former non-exempt employees who have worked in California for Defendant at any time from February 15, 2023, through September 7, 2025, whether or not the PAGA Members opt out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency. (¶1.4)
 - "PAGA Period" means the period from February 15, 2023 through September 7, 2025. (¶1.31)
- "Participating Class Member" means all Class Members who do not timely opt out of the Settlement. (¶1.35)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$725,000**, non-reversionary. (¶3.1)
 - Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 150 Class Members and (2) there are 14,755 Workweeks during the Class Period. If the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 1,475 Workweeks) above Defendant's estimate (i.e., more than 16,230 Workweeks), Defendant shall increase the Gross Settlement Amount pro rata for every additional workweek worked by the Class Members above that 10% threshold (i.e., if the actual number of workweeks worked by the Class Members is 11% larger than this estimate, the Gross Settlement Amount shall be increased by 1%). (¶9)
- The Net Settlement Amount ("Net") (**\$336,925**) is the GSA minus the following:
 - Up to **\$253,750** (35%) for attorney fees (¶3.4);
 - Up to **\$35,000** for attorney costs (*Ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for a service award to each proposed class representative (¶3.4);
 - Up to **\$6,825** for settlement administration costs (¶3.5); and
 - Payment of **\$72,500** PAGA penalty (75% or \$54,375 to the LWDA). (¶3.7)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Settlement Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class

Member's number of Workweeks. (¶3.6) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.6.2)

- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties of \$18,125.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. (¶3.7.1)
- Tax Allocation: Each Participating Class Member's Individual Class Payment will be allocated as 20% to wages, 40% to interest and 40% to penalties (¶3.6.1). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.7.2)
- "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. (¶1.43) The same deadline applies to the submission of workweek disputes. (¶7.6) [*No extended deadline for re-mailed notices?*]
 - If more than 10% of the Class Members opt-out of the Settlement, Defendant may, in its discretion, withdraw from this Settlement, subject to paying any of the Administration Expenses incurred to date. (¶7.5.5)
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount within thirty (30) calendar days of the Effective Date. Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes on that same date. All such funds shall be transmitted to the Administrator in accordance with the above schedule. (¶4.3)
- Disbursement: Within 10 days after Defendant fully funds the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments. (¶4.4)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.3)
- The settlement administrator will be Apex Class Action Administration. (¶1.2)
- The proposed settlement was submitted to the LWDA on _____.
- Participating class members and the named Plaintiffs will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? On July 9, 2025, the parties attended a full-day mediation before mediator Mark LeHocky, Esq., which ultimately resulted in settlement. (Bartz Decl., ¶19.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that the parties engaged in informal discovery to evaluate the class and PAGA claims. (*Id.* at ¶16.) Defendant produced a sampling of time and payroll records, and Excel spreadsheets with thousands of lines of data for the class. (*Id.* at ¶17.) Class Counsel hired damages expert Berger Consulting Group (BRG), to analyze the payroll and related wage data and to create a damages model for the various claims alleged in the case. (*Id.* at ¶18.)

3. Is Class Counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶25; Declaration of Walter L. Haines, ¶13; Declaration of Alan Wilcox, ¶20.)

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

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

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	\$3,225,440	\$322,544
Meal Period Violations	\$1,329,415	\$398,827
Rest Period Violations	\$1,957,671	\$195,767
Waiting Time Penalties	\$408,148	\$40,815
Wage Statement Violations	\$350,050	\$35,005
Reimbursement for Business Expenses	\$367,392	\$36,739
PAGA Penalties	\$1,848,000	\$184,800
Total	\$9,486,116	\$1,214,497

(Bartz Decl., ¶20.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g.,

motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

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

4. Amount offered in settlement. Class Counsel estimated Defendant’s maximum damages at \$9,486,116 and realistic damages at \$1,214,497. Class Counsel obtained a settlement valued at \$725,000. This is approximately 7.6% of Plaintiffs’ potential maximum recovery and 59.7% of the estimated realistic recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately \$336,925 to be divided among approximately 150 class members. Assuming full participation, the resulting payments will average approximately \$2,246.16 per class member.

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

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

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

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

CONCLUSION: The settlement can be preliminarily deemed “fair, adequate, and reasonable.”

3. Scope of the release

Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Participating Class Members will fully and finally release and discharge claims against all Released Parties as follows: (¶15)

- Released Class Claims By Participating Class Members: All Participating Class Members will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative Complaints in the Actions, including the following claims: (i) failure to pay all regular wages, minimum wages, and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide or maintain complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to timely pay wages during employment; and

(viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the claims or causes of action pleaded in the operative Actions (collectively, the "Released Class Claims"). This release shall apply to claims arising during the Class Period. (¶5.3)

- Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶5.3.1)
- Released PAGA Claims by PAGA Members: All Plaintiffs, PAGA Members, the LWDA, and the State of California will release the Released Parties from any and all PAGA claims for civil penalties that could have been asserted under PAGA based on the factual allegations and claims in the operative Complaints in the Actions or any PAGA Notices submitted by Plaintiffs to the LWDA, for the PAGA Period. The PAGA Members will be issued a check for their share of the Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Individual PAGA Payment and release of the PAGA claims set forth herein. The PAGA Members will be bound by the release stated herein regardless of whether they cash or deposit their Individual PAGA Payment or opt out of being a Class Member. (¶5.4)
 - "PAGA Notices" means Plaintiffs' November 1, 2023, and February 15, 2024, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, and 2699. (¶1.33)
- "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns. (¶1.41)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶¶5.1-5.2)

4. May conditional class certification be granted?

1. Standards

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

2. Analysis

- a. Numerosity. There are approximately 150 putative Class Members. (Bartz Decl., ¶21.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant’s records. (Bartz Decl., ¶21.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to predominant questions of law or fact, Plaintiffs contend that the main issues involve the legality of Defendant’s policies regarding the failure to pay all wages, failure to provide all legally compliant off duty and uninterrupted meal periods, the failure to provide all legally compliant off duty and uninterrupted paid rest periods, failure to timely furnish accurate itemized wage statements, and failure to timely pay all former employees all wages owed, and failure to reimburse for business expenses. Plaintiffs contend that these are all pay policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims consists of pay policies, payroll records, time records and pay stubs given to all Class Members. (Bartz Decl., ¶¶22-23.)

As to typicality, Plaintiff assert that they worked for the Defendant in the state of California during the relevant time period and, therefore, worked under the same policies and procedures and was paid according to the same pay plans for the entire period, as all other Class Members. (*Id.* at ¶24.)

As to adequacy, each Plaintiff represents that he or she has participated in the litigation and is aware of the risks and duties of serving as class representative. (Declarations of Genevieve Anda, Andre Ibarra.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

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

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

5. Is the notice proper?

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

Notice will be given in English and Spanish. (¶1.11)

2. Method of class notice.

Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the

form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 7 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, in both English and Spanish. (¶7.4.2)

Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3)

Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$6,825**. Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$253,750** (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: Class Counsel represent that they have a written fee splitting agreement, and Plaintiffs have provided written approval for this fee split. (Bartz Decl., ¶30.)

Class Counsel should also be prepared to justify the costs sought (capped at **\$35,000**) by detailing how they were incurred.

7. Incentive Awards

The Settlement Agreement provides for enhancement awards of up to **\$10,000 each** to the named Plaintiffs. 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.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

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A Non-Appearance Case Review is set for **July 27, 2026**, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: April 8 , 2026



Elaine Lu

Elaine Lu / Judge

ELAINE LU
Judge of the Superior Court