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

ALEXIS STUART-DRINNEN, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

DICARLO'S ITALIAN CAFE, LLC, a
California limited liability company; DD 29
ENTERPRISES, INC., a California
corporation; DOUGLAS AMBROSE, as an
individual; DAVID STEIN, as an individual;
TIEN LUNG CHEN, as an individual; and
DOES 6 through 25, inclusive,

Defendants.

Case No. CIVSB2313579

Honorable Kevin C. Lee
Department S26

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: June 9, 2026
Time: 8:30 a.m.
Dept.: S26

Complaint Filed: June 12, 2023
FAC Filed: September 15, 2023
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JUL 01 2026


BY: Brenda Perez-Cordero, Deputy

1 Plaintiff Alexis Stuart-Drinnen's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on **June 9, 2026 at 8:30 a.m.** before the Honorable Kevin C. Lee in
4 Department S26 of the above-captioned Court located at 247 West Third Street, San Bernardino,
5 California 92415.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Alexis Stuart-Drinnen), and the Settlement Administrator (Norma Ayala on
11 behalf of Apex Class Action LLC), and the evidence and argument received by the Court in
12 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
13 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
14 MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants DiCarlo's Italian Cafe, LLC and Tien Lung Chen (together,
17 "Defendants") (collectively, with Plaintiff, the "Parties"), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendants in the State of California at any time during the Class Period." The "Class Period" is
21 defined as the period from August 30, 2022 through July 31, 2023.

22 3. The Court appoints Plaintiff Alexis Stuart-Drinnen as the Class Representative for
23 settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and
25 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

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

7. The Settlement Agreement is not an admission by Defendants, or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$38,500.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$11,851.91. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

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1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,250.00 to Apex Class Action LLC for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$4,500.00 to the California
4 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that within five (5) business days after the Effective Date,
7 Defendants will deposit the Gross Settlement Amount into an account established by the Settlement
8 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 14. It is hereby ordered that within five (5) business days after Defendants fund the Gross
10 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
11 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
12 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
13 Settlement Administration Costs to itself.

14 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
16 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
17 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
18 Division in the name of the Settlement Class Member and/or PAGA Employee.

19 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
20 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
21 compromised, relinquished, and discharged the Released Parties of any and all claims which were
22 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
23 Complaint, arising during the Class Period, which shall specifically include claims for Defendants'
24 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
25 associated premium payments, timely pay wages during employment and upon termination, provide
26 accurate wage statements, and reimburse necessary business-related expenses in violation of
27 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,
28 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and

1 California Business and Professions Code sections 17200, *et seq.* (collectively, “Released Class
2 Claims”).

3 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
4 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
6 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter
7 and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private
8 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically
9 include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant
10 meal and rest periods and associated premium payments, timely pay wages during employment and
11 upon termination, provide compliant wage statements, maintain complete and accurate payroll
12 records, and reimburse necessary business-related expenses in violation of California Labor Code
13 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
14 and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released
15 PAGA Claims”).

16 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
17 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
18 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
19 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
20 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
21 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
22 employment with Defendants, which Plaintiff, at any time during the Class Period, had or claimed to
23 have or may have. It is agreed that this is a general release and is to be broadly construed as a release
24 of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include
25 a release of any claims that cannot be released hereunder by law. Any and all rights granted under
26 any state or federal law or regulation limiting the effect of the Settlement Agreement, including the
27 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
28 Section 1542 of the California Civil Code reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

5 19. "Released Parties" means Defendants and their current and former officers, directors,
6 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. The
7 Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein.

8 20. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
10 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
11 Settlement and the determination of all controversies relating thereto.

12 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
13 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
14 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

15 22. A Compliance Hearing is set for _____ at _____
16 in Department S26 of this Court located at 247 West Third Street, San Bernardino, California 92415.
17 The Settlement Administrator shall file a Final Report by _____.

18 **IT IS SO ORDERED.**

19 Dated: JUL 01 2026



Honorable Kevin C. Lee