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Attorneys for Plaintiff RAINY DAY FISHER,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

RAINY DAY FISHER, an individual, on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

RLW PROPERTIES, LLC, d/b/a Zephyr
Grill & Bar, d/b/a Smith's Landing
Seafood Restaurant, a California limited
liability company; RLW PROPERTIES
LLC ZEPHYR'S GRILL/SMITH'S
LANDING, a business organization of
form unknown; ZEPHYR GRILL &
BAR, a business organization of form
unknown; SMITH'S LANDING, a
business organization of a form unknown;
and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No. C24-02017

Assigned for All Purposes To:
Hon. Benjamin T Reyes II
Dept.: 16

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD**

Date: July 29, 2026
Time: 9:00 a.m.
Dept.: 16

Original Complaint filed: March 13, 2024
Venue Transfer: August 2, 2024
First Amended Complaint: December 4, 2024
Trial: none set

1 **~~[PROPOSED]~~ FINAL ORDER GRANTING FINAL APPROVAL**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class
5 Action and Representative Settlement (“Motion”), filed with this Court on July 18, 2025.

6 On July 29, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule
7 3.769 of the California Rules of Court and this Court’s December 5, 2025, Order Granting
8 Plaintiffs’ Motion for Preliminary Approval of Class and Representative Settlement (the
9 “Preliminary Approval Order”).

10 Due and adequate notice having been given to the Class as required in said Preliminary
11 Approval Order, and the Court having considered all papers filed and proceedings had herein and
12 otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

13 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
14 and incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 2. This Order Granting Final Approval of Class Action and Representative
20 Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’
21 Settlement Agreement, together with the definitions of terms used and contained therein.

22 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
23 and over all Parties to the Class Action, including all members of the Settlement Class.

24 4. Class Members means “all non-exempt, hourly individuals that worked for
25 Defendants in California during the Class Period (i.e. the period from March 13, 2020, through
26 April 5, 2025).”

27 5. Aggrieved Employee means all non-exempt, hourly individuals that worked for
28 Defendants in California during the PAGA Period (i.e. the period from March 13, 2023, through

1 April 5, 2025).

2 6. The Class Notice given to the Class Members fully and accurately informed the
3 Class Members of all material elements of the proposed Settlement and of their opportunity to
4 object to or comment thereon and was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process, and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided Class Members
8 adequate instructions and a variety of means to obtain additional information; provided Class
9 Members with a full opportunity and the means to seek exclusion; and described to Class
10 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
11 full opportunity has been afforded to the Class Members to participate in the Final Approval
12 Hearing, and all Class Members and other persons wishing to be heard have been heard.
13 Accordingly, the Court determines that all Class Members are bound by this Order and
14 Judgment.

15 7. There are zero (0) objections and zero (0) requests for exclusion to the class
16 portion of the Settlement.

17 8. The Court has considered all relevant factors for determining the fairness of the
18 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
24 case; the risk, expense, and complexity of the claims presented; the likely duration of further
25 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
27 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
28 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire

Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of \$410,000.00. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes in two installments. The two payments, totaling the Gross Settlement Amount, shall be made as follows: (1) \$205,000 to be paid 60 days after entry of judgment; and (2) \$205,000 to be paid 180 days after the first payment.

10. The Court hereby approves the Net Settlement Amount of \$208,133.33.

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$136,666.67 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of \$28,000.00 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Apex Class Action administrators, in the amount of \$17,200.00.

14. The Court hereby approves Class Representative Enhancement Award in the amount of \$10,000.00 to Plaintiff Rainy Day Fisher in consideration and exchange for his contribution to the Class. The Court finds this amount request is fair and reasonable.

15. The Court hereby approves the allocation of \$10,000.00 to the settlement of the PAGA claims, of which \$7,500.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$2,500.00 shall be payable to the Aggrieved Employees.

16. No other costs or fees relief shall be awarded, either against Defendants or any other of the Released Parties, as defined in the Settlement Agreement.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

1 19. If (i) any of the Participating Class Members are current employees of the
2 Defendants, (ii) the settlement distribution checks mailed to those Participating Class Members
3 is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
4 locate a valid mailing address, the Administrator shall arrange with the Defendants to have those
5 settlement distribution checks delivered to the Participating Class Members at their place of
6 employment.

7 20. Upon entry of Judgment by the Court in accordance with the Settlement
8 Agreement:

9 a. All Participating Class Members, on behalf of themselves and their respective
10 former and present representatives, agents, attorneys, heirs, administrators, successors, and
11 assigns, release the Released Parties from those claims arising out of or related to the allegations
12 set forth in the Operative Complaint that arose during the Class Period, including all statutes on
13 which those claims are based in the Operative Complaint, including claims for: failure to pay for
14 all hours worked/compensation due for services, wages, minimum wages, overtime, premium
15 payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of
16 wages during employment and payment of wages at termination; failure to maintain and provide
17 accurate and complete records; failure to reimburse for necessary business expenses; failure to
18 provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or
19 compensation related to any or all of the foregoing, which are based on the facts alleged in the
20 Action; restitution related to any or all of the foregoing, which are based on the facts alleged in
21 the Action; and any penalties, including statutory or civil penalties, related to any or all of the
22 foregoing. This release includes any and all claims pursuant to: California Labor Code §§ 90.5,
23 201, 202, 203, 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1,
24 248.2, 248.5, 432.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197,
25 1197.1, 1198, 1198.5, 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California
26 Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and
27 the California Industrial Welfare Commission Wage Orders MW-2014. The Released Class
28 Claims apply to claims arising during the Class Period. Except as set forth in the Settlement

1 Agreement, Participating Class Members do not release any other claims, including claims for
2 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on
4 facts occurring outside the Class Period (collectively, the "Released Class Claims").

5 b. All Aggrieved Employees, including Non-Participating Class Members who are
6 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably
9 could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice,
10 and ascertained in the course of the Action, including PAGA Penalties claims premised on:
11 California Labor Code §§ § 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2,
12 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,
13 1199, 2802, 2810.5, 2698, and 2699, et seq.; failure to pay for all hours worked/compensation
14 due for services, wages, minimum wages, overtime, premium payments, meal periods, rest
15 periods, pay reporting time pay; failure to provide payment of wages during employment and
16 payment of wages at termination; failure to maintain and provide accurate and complete records;
17 failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick
18 pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all
19 of the foregoing, which are based on the facts alleged in the Action. The Released PAGA Claims
20 apply to claims arising during the PAGA Period. ("Released PAGA Claims").

21 21. The Court further confirms and finds that nothing contained in the Settlement
22 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
23 other Order entered in this action shall in any way or manner constitute an admission that any of
24 the allegations against Defendant and all of Defendant's former and present officers, directors,
25 subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors,
26 successors, owners, and assigns to any of the claims and causes of action asserted by the Class
27 Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered
28 in evidence in any action or proceeding against Defendants, or any other Released Parties in any

1 court, administrative agency, or other tribunal for any purpose whatsoever, other than to the
2 extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
3 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or
4 duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

5 22. Neither Defendants nor any related persons or entities shall have any further
6 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or
7 liability, except as provided in the Settlement Agreement.

8 23. By operation of the entry of this Order, as of the Effective Date, the parties are
9 ordered to perform their respective duties and obligations under the Settlement Agreement.

10 24. The date for the Compliance Hearing is **November 3, 2027, at 9:00 a.m.** The
11 deadline for the filing of the Administrator declaration regarding settlement distribution is
12 **October 20, 2027.**

13 **JUDGMENT**

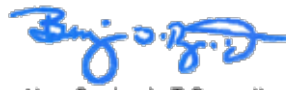
14 In accordance with, and for the reasons stated in the Final Approval Order, judgment
15 shall be entered whereby Plaintiff Rainy Day Fisher, and all Participating Class Members shall
16 take nothing from Defendants, except as expressly set forth in the Settlement Agreement.

17 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
18 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
19 action, the Plaintiff Rainy Day Fisher, Class Members, and Defendants, for the purposes of:

- 20 (a) supervising the implementation, enforcement, construction, and interpretation of
21 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
22 the Final Approval Order, and the Judgment; and
23 (b) supervising distribution of amounts paid under this Settlement.

24 **IT IS SO ORDERED.**

25 Dated: 8/4/2026
26 _____


Hon. Benjamin T. Reyes II

27 _____
28 Honorable Benjamin T. Reyes II
Judge of the Superior Court