Electronically Received 09/11/26 3:14 PM

FILED
Superior Court of California,
County of Kern
By: Vickie Fogerson
Deputy Clerk
09/30/2026

Seung Yang (SBN 249857)
seung.yang@thesentinelfirm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinelfirm.com
Jeffrey P. Jackson (SBN 290364)
jeffrey.jackson@thesentinelfirm.com
THE SENTINEL FIRM, APC
707 Wilshire Blvd., Suite 4700
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff GUSTAVO ESPINOZA SAUCEDO and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

GUSTAVO ESPINOZA SAUCEDO, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act;

Plaintiff,

vs.

FRUGATTI'S, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-24-102593

Assigned for All Purposes to:
Hon. Bernard C. Barmann, Division H

~~[PROPOSED]~~ FINAL ORDER AND JUDGMENT

Hearing Information:

Date: September 30, 2026
Time: 8:30 a.m.
Courtroom: H

This matter has come before the Honorable Bernard C. Barmann in Division H of the above-entitled Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, on September 30, 2026, on Plaintiff's Unopposed Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval"). The Sentinel Firm, APC appeared on behalf of Plaintiff Tony Lara ("Plaintiff"); Lebeau Thelen, LLP appeared on behalf of Defendant Frugatti's, Inc. ("Defendant").

On April 30, 2026, the Court entered the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action ("Action") in accordance with the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached to the Declaration of Tiffany Hyun in Support of Plaintiff's Motion for Final Approval as **Exhibit 1**, which sets forth the terms and conditions for settlement of the Action.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement and the Preliminary Approval Order.

2. This Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the Action.

3. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include:

> "All persons who worked for Defendant in California as hourly, non-exempt employees at any time during the Class Period. The Class Period is defined from August 2, 2020 through December 15, 2025."

4. The Notice of Class Action Settlement ("Class Notice") that was provided to the Class Members fully and accurately informed the Class Members of all material elements of the

Settlement and of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid and provided sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful investigation conducted by the Sentinel Firm, APC ("Class Counsel"); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Pursuant to the Settlement Administrator, no persons submitted a timely and valid Request for Exclusion to the Administrator. Accordingly, the Court determines that all Class Members who did not submit a timely and valid Request for Exclusion ("Participating Class Members") are bound by the Class Settlement and by this order and judgment ("Final Approval Order and Judgment"), and that the State of California and all current and former hourly

employees employed by Defendant in California who were classified as non-exempt during the PAGA Period from the period from August 2, 2023 to December 15, 2025 ("Aggrieved Employees") are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7. The Court finds that the Gross Settlement Amount of $600,000.00 is fair, reasonable, and appropriate, and hereby approved. The Gross Settlement Amount is subject to the deductions otherwise provided for in this Final Approval Order and Judgment.

8. The Court finds that the settlement of the Released PAGA Claims for $50,000.00 which is designated and allocated as penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Payment as follows: the amount of $32,500.00 to the California Labor and Workforce Development Agency, and the amount of $17,500.00 to Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that payment of administration costs in the amount of $8,950.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Administrator, Apex Class Action Administration, shall issue payment to itself in the amount of $8,950.00 in accordance with the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the Class Representative Service Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class, the State of California, and the Aggrieved Employees. It is hereby ordered that the Administrator issue payment in the amount of $7,500.00 to the Class Representative for their Service Payment according to the terms and methodology set forth in the Settlement Agreement.

11. The Court finds that the request for attorneys' fees in the amount of $200,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of $200,000.00 to Class Counsel for attorneys' fees, in accordance with the terms

and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of $17,457.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Administrator issue payment in the amount of $17,457.75 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court finds that all amounts not otherwise provided for in this Order and Judgment shall be allocated as the Net Settlement Amount payable as Individual Class Payments. It is hereby ordered that the Administrator issue and distribute payment of the Net Settlement Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and all Aggrieved Employees and the State of California shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Settlement Agreement and Class Notice.

15. It is hereby ordered that following the Effective Date of the Settlement Agreement, Defendant shall transmit the Gross Settlement Amount by making deposits into the account established by the Administrator for administration of the Settlement in accordance with the terms and methodology set forth in the Settlement Agreement.

16. It is hereby ordered that following the deposit of the Gross Settlement Amount by Defendant, the Administrator shall distribute Individual Class Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment in accordance with the terms and methodology set forth in the Settlement Agreement.

17. Individual Class Payment and Individual PAGA Payment checks shall be valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with

Individual Class Payment and/or Individual PAGA Payment checks that have not been cashed or deposited within the 180-day period shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member in accordance with the requirements of California Code of Civil Procedure § 384(b).

18. Prior to transmitting the funds from uncashed checks to the California Controller's Unclaimed Property Fund, the Parties shall submit a stipulation and proposed order to the Court complying with the provisions of California Code of Civil Procedure section 384.

19. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

20. Notice of entry of this Final Approval Order and Judgment shall be given to the Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and Judgment on the Administrator's website for a period of at least one hundred and eighty (180) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

21. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of Residual Funds on December 15, 2027 at 8:30 a.m. in Division H of this Court. The Parties are ordered to file a Final Status Report no later than 10 days prior to the Case Review Hearing.

Dated: September 30, 2026

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

Case No.: BCV-24-102593

Saucedo v. Frugatti's, Inc

STATE OF CALIFORNIA COUNTY OF KERN

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit. The name and address of my residence or business is The Sentinel Firm, APC, 707 Wilshire Blvd., Suite 4700, Los Angeles, CA 90017. On the date indicated below, I served the document described as:

[PROPOSED] FINAL ORDER AND JUDGMENT

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as follows:

LEBEAU THELEN, LLP
Attorneys for Defendant Frugatti's, Inc.
Daniel K. Klingenberger (dklingenberger@lebeauthelen.com)
Matthew J. Dobbs (mdobbs@lebeauthelen.com)
Sissy Rucker (srucker@lebeauthelen.com)
Jennifer Chamberlain (jchamberlain@lebeauthelen.com)
Sabrina Rodriguez (srodriguez@lebeauthelen.com)
9801 Camino Media, Suite 103
Bakersfield, CA 93311

☒ **BY EMAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail mellinda.hensley@thesentinelfirm com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 11, 2026, at Los Angeles, California.

Mellinda Hensley
Name



Signature