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Electronically Filed by
Superior Court of California,
Contra Costa County
11/23/2026
By: S. Gonzalez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

SONIA CASTANEDA GUERRA and TRE'MAYNE YARBROUGH, individually and all behalf of all others similarly situated,

Plaintiffs,

v.

OS RESTAURANT SERVICES LLC dba FLEMING'S, a Florida corporation; FLEMING'S PRIME STEAKHOUSE & WINE BAR, a business entity unknown; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. C23-01702

CLASS ACTION

Assigned for all purposes to the Honorable Julia Campins, Dept. 10

[AMENDED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Complaint filed: July 13, 2023
Trial date: None set

Processed by Court on 11/23/2026 11:26 AM

Plaintiffs Sonia Castaneda Guerra and Tre'Mayne Yarbrough's ("Plaintiffs") Motion for Preliminary Approval of Class and Representative Action Settlement came on regularly for hearing on November 12, 2026, the Honorable Julia Campins presiding. Prior to the hearing, the Court issued a tentative ruling on the motion. No party requested oral argument, and the tentative ruling became the ruling of the Court. The Court's November 12, 2026 minute order is attached hereto as Exhibit A and incorporated into this order.

Having reviewed Plaintiffs' motion and all papers submitted in support thereof, including the Class and Representative Action Settlement Agreement and Release ("Agreement"), and good cause appearing therefor, the Court hereby finds and orders as follows:

1. This order ("Preliminary Approval Order") hereby incorporates by reference the definitions in the Agreement and all terms herein shall have the same meaning as set forth in the Agreement.

2. The Court finds on a preliminary basis that the terms memorialized in the Agreement appear to be fair, adequate, and reasonable, falls within the range of reasonableness, and therefore meets the requirements for preliminary approval.

3. The Court provisionally certifies for settlement purposes only the following class: all current and former non-exempt employees of Defendants in California at any time from July 13, 2019 to February 14, 2026.

4. The Court finds, for settlement purposes only, that the class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the class is so numerous that joinder of all members is impractical; (2) there are questions of law and fact that are common to the Class Members which predominate over individualized issues; (3) Plaintiffs' claims are typical of the claims of the class; (4) Plaintiffs and their counsel will fairly and adequately protect the interests of the class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court appoints, for settlement purposes only, Plaintiffs Sonia Guerra Castaneda and Tre'Mayne Yarbrough as class representatives.

6. The Court appoints, for settlement purposes only, Matthew J. Matern and Launa Adolph of Matern Law Group, PC and James R. Hawkins and Christina M. Lucio as Class Counsel.

7. The Court appoints Apex Class Action, LLC as the Settlement Administrator to administer the settlement pursuant to the terms of the Settlement.

8. The Court approves as to form and content the Notice of Class Action Settlement ("Notice") attached as Exhibit A of the Agreement. The Court finds that the notice plan as set forth in the Agreement is the best means practicable under the circumstances for providing notice to the Class Members, and when completed, shall constitute due and sufficient notice of the class action, the proposed Settlement, and the final approval hearing to all persons entitled to such notice, in full compliance with due process and the notice requirements of California Code of Civil Procedure § 877.6.

9. The Parties are ordered to carry out the Settlement according to the terms of the Agreement.

10. Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769((h), the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the Settlement and all orders and judgements entered in connection therewith.

11. The Court sets the following implementation schedule:

Deadline for Defendants to provide the Class Information to Settlement Administrator	20 business days after entry of Preliminary Approval Order
Deadline for Settlement Administrator to mail Notice to Class Members	10 days after Settlement Administrator receives Class Information
Deadline for Class Members to submit a Notice of Objection, Request for Exclusion, or dispute regarding the number of Workweeks ("Response Deadline")	45 days after the Settlement Administrator mails the Class Notice to the Class Members
Final Approval Hearing	May 6, 2027, at 9:00 a.m., Dept. 10

IT IS SO ORDERED.

DATED: 11/20/2026, 2026



HON. JULIA CAMPINS
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Superior Court of California, Contra Costa County

Department 10
925-608-1000
www.cc-courts.org

S. Lind
Court Executive Officer

MINUTE ORDER

SONIA GUERRA VS. OS RESTAURANT SERVICES LLC **C23-01702**

HEARING DATE: 11/12/2026

PROCEEDINGS: *HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DEPARTMENT 10 CLERK: ELLEN ROMERO
JUDICIAL OFFICER: JULIA CAMPINS COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

No appearances by either party.

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court and stands as follows:

Plaintiffs Sonia Castaneda Guerra and Tre'Mayne Yarbrough move for preliminary approval of their class action and PAGA settlement with Defendants OS Restaurant Services LLC dba Fleming's Prime Steakhouse & Wine Bar and related entities.

Background and Settlement Terms

Plaintiff Guerra filed this action on July 13, 2023, alleging wage and hour violations on behalf of non-exempt California employees. Plaintiff Yarbrough later filed related class and PAGA actions, which ultimately were related to the Guerra action. On May 13, 2026, Guerra filed a Second Amended Complaint adding Yarbrough as a named plaintiff and Fleming's as a defendant. The operative complaint alleges failures to provide meal and rest periods, failure to pay minimum and overtime wages, failure to pay reporting time pay, failure to timely pay wages upon separation, wage statement violations, recordkeeping violations, unreimbursed business expenses, unfair competition, and violations of the Private Attorneys General Act ("PAGA").

The settlement would create a gross settlement fund of $3,600,000. Attorney's fees would not exceed $1,200,000 (one-third of the settlement fund). Litigation costs would not exceed $40,000. Settlement administration costs are estimated not to exceed $21,990. Plaintiffs seek service awards of up to $12,500 each. PAGA penalties total $180,000, with $135,000 payable to the LWDA and $45,000 payable to aggrieved employees. The fund is non-reversionary. Based upon an estimated net settlement amount of approximately $2,133,010 and an estimated class size of approximately 3,600 class members, the average class payment is estimated to be approximately $592.50.

The proposed settlement class consists of all current and former non-exempt employees who worked for Defendants in California during the class period of July 13, 2019 through February 14, 2026. The PAGA group consists of class members who worked during the PAGA period from May 8, 2022 through February 14, 2026.

Class members will not be required to submit claim forms to receive payment. Settlement shares will be calculated based upon eligible workweeks. Class members may opt out of the class settlement or object to the settlement, but aggrieved employees may not opt out of the PAGA portion of the settlement.

The settlement administrator will conduct a National Change of Address search before mailing notice. Various procedures are provided for re-mailing notices returned as undeliverable, including skip tracing

where appropriate.
Checks will remain negotiable for 180 days. Uncashed settlement funds will be distributed to the Justice Gap Fund maintained by the State Bar of California as the designated cy pres recipient.
The settlement releases claims that were or could have been asserted based upon the factual allegations in the action and PAGA notices. Under applicable authority, the release must remain tied to claims sharing the same factual predicate as those alleged in the complaint. See *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537.
Prior to settlement, counsel conducted an investigation, reviewed company policies, training materials, personnel files, wage statements, and a substantial sample of payroll and timekeeping records. The matter settled following mediation before the Hon. Angela Bradstreet (Ret.) and a mediator's proposal subsequently accepted by the parties.
Counsel provide an estimate of potential damages substantially exceeding the settlement amount but acknowledge significant litigation risks, including class certification risks, proof issues regarding meal and rest break claims, challenges associated with derivative penalty claims, and the possibility of reduced PAGA penalties. Defendants deny liability and dispute certification and the merits of the claims.
Counsel represent that the proposed settlement was provided to the LWDA concurrently with the filing of the motion for preliminary approval. As of filing, no LWDA response had been received.

Legal Standards

The Court must determine whether the proposed settlement is "fair, reasonable, and adequate" under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, considering such factors as the strength of the case, the risks of continued litigation, the amount offered in settlement, the extent of investigation and discovery completed, the experience and views of counsel, and the reaction of class members. See also *Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521.
Because the settlement also resolves PAGA claims, the Court must evaluate the settlement under the standards applicable to representative actions. Under *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, courts consider whether the PAGA resolution is fair, reasonable, and adequate, including the fairness of the allocation of civil penalties between the LWDA and aggrieved employees.
California public policy favors settlements. Nevertheless, the Court must independently review the settlement and may not approve agreements that are contrary to law or public policy. *Neary v. Regents of University of California* (1992) 3 Cal.4th 273; *California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.
The Court finds that the record demonstrates arm's-length negotiations conducted through mediation, sufficient investigation and discovery to permit informed settlement discussions, and a reasonable basis for concluding that the settlement falls within the range of possible approval. The Court further finds that the proposed class appears ascertainable and that settlement certification is appropriate for purposes of effectuating the settlement. The Court additionally approves the proposed notice.
At final approval, however, the Court will require additional information regarding the estimated value of the claims and the methodology used to assess litigation risks and discount potential recovery, particularly with respect to the allocation and valuation of PAGA penalties.

Attorney Fees

Plaintiffs seek attorney fees of $1,200,000, representing one-third of the settlement fund. As noted in *Laffitte v. Robert Half International* (2016) 1 Cal.5th 480, a percentage-based fee award should be evaluated through a lodestar cross-check. Although the requested fee appears within the range sometimes approved in wage and hour class actions, the Court will reserve final consideration of fees until the motion for final approval. Counsel shall provide lodestar information sufficient to permit a

meaningful lodestar cross-check.

The reasonableness of litigation costs, settlement administration expenses, and the requested enhancement awards of $12,500 for each class representative likewise will be reviewed at final approval. The Court will evaluate the enhancement requests under the criteria described in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. The Court suspects it will be unlikely to approve awards in the amounts requested here, but will reserve this determination pending additional information.

Conclusion

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. The motion is **GRANTED**.

Counsel are directed to prepare an order reflecting this tentative ruling together with the additional findings contained in the proposed order submitted with the motion. Counsel shall obtain a hearing date for final approval from the Department 10 clerk. All notice and administration deadlines shall be adjusted as necessary based upon the final approval hearing date.

The ultimate judgment shall provide for a compliance hearing following completion of settlement administration. Plaintiffs' counsel shall file a compliance statement one week before the compliance hearing. Five percent of any attorney fee award shall be withheld by the settlement administrator pending satisfactory completion of settlement administration and compliance as determined by the Court.

DATE: 11/12/2026

BY: /s/E. Romero
E. ROMERO, DEPUTY CLERK

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 2101 E. El Segundo Blvd., Ste. 403, El Segundo, California 90245.

On November 19, 2026, I served the following document or documents:

[AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Michael Nader Courtney Patton **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.** One Embarcadero Center, Suite 900 San Francisco, CA 94111 Telephone: 415-442-4810 Facsimile: 415-442-4870 Emails: michael.nader@ogletree.com courtney.patton@ogletreedeakins.com	Attorneys for Defendants OS RESTAURANT SERVICES LLC
James Hawkins Christina Lucio Mitchell J. Murray Samantha Jones **JAMES HAWKINS, APLC** 9880 Research Dr Irvine, CA 92618 Tel: (949) 387-7200 Email: james@jameshawkinsaplc.com christina@jameshawkinsaplc.com mitchell@jameshawkinsaplc.com samantha.jones@jameshawkinsaplc.com	Attorneys for Plaintiff TRE'MAYNE YARBROUGH

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 19, 2026 at El Segundo, California.

Rebeca Ramos