

ACKERMANN & TILAJEF, P.C.
 Craig J. Ackermann (SBN 229832)
cja@ackermanntilajef.com
 315 South Beverly Drive, Suite 504
 Beverly Hills, California 90212
 Telephone: (310) 277-0614
 Facsimile: (310) 277-0635

LAW OFFICE OF TATIANA HERNANDEZ, P.C.
 Tatiana Hernandez (SBN 255322)
tatiana@thawpc.com
 315 South Beverly Drive, Suite 504
 Beverly Hills, California 90212
 Telephone: (213) 909-4248
 Facsimile: (310) 388-0639

Attorneys for Plaintiff, the Class, the LWDA, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JONATHAN VASQUEZ, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

LADDARAN MANAGEMENT
 CORPORATION.

Defendant.

Case No. 22STCV24905

**REVISED [~~PROPOSED~~] ORDER GRANTING
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: May 20, 2025
 Time: 9:00 A.M.
 Dept.: 6
 Judge: Hon. Elihu M. Berle

FILED
 Superior Court of California
 County of Los Angeles
 05/23/2025
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Rosas Deputy

1 On May 20, 2025, the Court held a hearing on Plaintiff Jonathan Vasquez’s (“Plaintiff”) Motion
2 for Final Approval of Class Action Settlement between Plaintiff and Defendant Laddaran Management
3 Corporation (“Defendant”) (collectively, the “Parties”), and Plaintiff’s Motion for Attorneys’ Fees and
4 Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered
6 the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”), all of
7 the legal authorities and documents submitted in support thereof, all papers filed and proceedings had
8 herein, all oral and written comments received regarding the proposed settlement, and having reviewed
9 the record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement
10 and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’
13 Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 The Court grants conditional certification of the Class,

17 3. in accordance with the Settlement Agreement, for purposes of this settlement only, the
18 Settlement Class, defined as “Plaintiff and all other individuals who are or were employed by Defendant
19 Laddaran Management Corporation as non-exempt hourly-paid employees who worked at least one shift
20 in California from August 2, 2018 through June 26, 2023,” meets the requirements for conditional
21 certification for settlement purposes only under Code of Civil Procedure section 382. The Court finds that
22 an ascertainable class of 1,494 Class Members exists and a well-defined community of interests exists in
23 the questions of law and fact involved because in the context of the Settlement: (i) all related matters,
24 predominate over any individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class
25 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class
26 Counsel have fairly and adequately represented and protected the interest of the Class Members.

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Craig J. Ackermann in Support
28 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on August 31, 2023, and is made a part of this
Order.

1 4. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
2 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with
3 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the
4 circumstances. The Class Notice informed 1,496 individuals on the class list of the Settlement terms, their
5 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their
6 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,
7 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and
8 to act were provided by each of these procedures.

9 5. Not a single Class Member filed or submitted a written objection to the Settlement as part
10 of the notice process.

11 6. Two Class Members opted out of the Settlement as part of the notice process. The names
12 of the individuals who requested exclusion from the settlement are Jacqueline Moore and Kristina Bothke.

13 7. The Parties' Settlement Agreement is GRANTED final approval. The Court has considered
14 all relevant factors for determining the fairness of the settlement and has concluded that all such factors
15 weight in favor of granting final approval. In particular, the Court finds that the Settlement Agreement
16 was reached following meaningful discovery and investigation conducted by Class Counsel; that the
17 settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the
18 Parties; and that the terms of the Settlement Agreement are in all respects, fair, adequate, and reasonable,
19 consistent and compliant with all applicable legal requirements of the California Code of Civil Procedure,
20 the California and United States Constitutions, including the Due Process clauses, the California Rules of
21 Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.
22 The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares
23 this Settlement Agreement to be binding on all Participating Class Members. The Court further finds that
24 the allocation of PAGA penalties is fair and reasonable under the circumstances.

25 8. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and
26 that Plaintiff provided notice of the proposed Settlement to the Labor and Workforce Development
27 Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor
28 Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

1 9. The Court also finds that Settlement now will avoid additional and potentially substantial
2 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
3 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
4 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
5 Members.

6 10. The Court confirms Jonathan Vasquez as Class Representative and finds him to be
7 adequate.

8 11. The Court confirms Craig J. Ackermann, Avi Kreitenberg, Erika Smolyar, and Milton Gao
9 of Ackermann & Tilajef, P.C. and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. as Class
10 Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action
11 litigation.

12 12. The terms of the Settlement Agreement, including the Gross Settlement Amount of
13 **\$650,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and
14 to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
15 Agreement, subject to this Order. The Court approves the following allocations, which fall within the
16 ranges stipulated by and through the Settlement Agreement:

- 17 a. The **\$16,250.00** designated for payment to CPT Group, Inc., the Settlement Administrator,
18 is fair and reasonable. The Court grants final approval of, and orders the Parties to make,
19 the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- 20 b. The **\$216,666.66** requested by Plaintiff and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
22 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
23 made in accordance with the Settlement Agreement. The Court finds Class Counsel's
24 hourly rates to be reasonable.
- 25 c. The Court awards **\$11,636.36** in litigation costs, an amount which the Court finds to be
26 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
27 the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance
28

with the Settlement Agreement.²

d. The **\$7,500.00** requested by Plaintiff for his Class Representative Service Payment is fair and reasonable. The Court grants final approval of, and orders the Class Representative Service Payment to be made, in accordance with the Agreement.

e. The Court grants final approval of the **\$10,000.00** PAGA Penalties, 75% of which (i.e., **\$7,500**) shall be paid to the LWDA and orders the payment to be made in accordance with the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed to the Aggrieved Employees in accordance with the Settlement Agreement.

13. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

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

15. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

16. Once Defendants fully fund the Settlement by paying the amounts specified in the

² Class Counsel is only seeking litigation cost reimbursement in the amount \$11,636.36, which is less than the \$15,000 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class without objection to date. Thus, the remaining \$3,363.64 will be added to the Net Settlement Amount to be distributed pro rata to the Participating Class Members.

1 Settlement, including the Gross Settlement Amount, Plaintiff, the Participating Class Members, and the
2 PAGA Employees, shall have, by operation of this Final Approval Order and the Judgment issued thereon,
3 fully, finally and forever released, relinquished, and discharged Defendants from the Released Claims and
4 released PAGA Claims described in the Settlement.

5 17. All Participating Class Members shall be bound by the Settlement and this Order, and shall
6 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns, Defendant and all other Released Parties³ from any and all
8 Released Class Claims⁴ and Released PAGA Claims⁵ as set forth in the Settlement Agreement, and are
9 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any
10 and all of Class Members' Released Class Claims and Released PAGA Claims as defined in the Settlement
11 Agreement.

12 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
13 provided in the Settlement Agreement.

14 19. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
15 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
16 be sent to the *cy pres* beneficiary of the settlement, Ronald McDonald's House of Southern California.

17 20. The Settlement Administrator, within five (5) days of the date of this Order, shall give
18 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
19 copy of this order and judgment on its website for 60 days.

20 21. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for

21 ³ "Released Parties" means and refers to: Defendant and each of their former and present subsidiaries, parents, affiliates,
22 owners, shareholders, directors, officers, members, agents, employees, principals, hires, representative, attorneys, insurers,
predecessors, successors, and assigns. (S.A., ¶ 1.42).

23 ⁴ "Released Class Claims" means and refers to those claims alleged or could have been brought based on the factual allegations
24 or based on the Labor Code sections, any other statute or IWC Wage Order, in Plaintiff's PAGA letter and Complaint, or that
25 could have been reasonably ascertained in the course of the Action, including claims for Defendant's alleged failure to (1) pay
26 minimum wages and to pay all wages due under Labor Code sections 1194 of the Labor Code for hourly, non-exempt employees
of Defendant on, including, but not limited to, wages due for time spent on pre-shift COVID-19 temperature checks and
27 screenings; (2) derivative wage statement claims (Labor Code section 226); (3) derivative claims for penalties due to untimely
payment of wages (Labor Code sections 204 and 210); (4) waiting time penalty claims for not paying all wages due on end of
employment (Labor Code sections 201 – 203); (5) business expense reimbursement claims for work-related cell phone usage
and for use of personal vehicles in violation of Labor Code section 2802, and all primary rights associated with these listed
28 claims; and (6) violation of business and professions code §§ 17200, et seq.. (S.A., ¶¶ 1.40, 6.2).

⁵ "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged, or reasonably could have
been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the
course of the Action including enforcement of Labor Code §§ 2698 et seq.. (S.A., ¶¶ 1.41, 6.3).

1 purposes of implementing the terms of the settlement, such as enforcing the Settlement Agreement,
2 addressing settlement administration matters, and addressing such post-Judgment matters as may be
3 appropriate under court rules or applicable law.

4 22. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
5 status of distribution within sixty (60) days after all funds have been distributed.

6 23. The Court schedules an Order to Show Cause re Compliance for January 5, 2026 at 8:30
7 a.m. No later than December 22, 2025, Plaintiff is file to a declaration from the Settlement Administrator
8 as to distribution of the Settlement and the Parties are to file a Joint Report re status of settlement. .
9

10 **IT IS SO ORDERED.**



Elihu M. Berle

11
12 DATED: 12-10-25

Elihu M. Berle / Judge

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT