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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RIGOBERTO ROJAS, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

WEINGART CENTER ASSOCIATION, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV21995

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL

Date: September 12, 2025
Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement Agreement and Addendum to Class Action and PAGA Settlement Agreement (collectively "Agreement") and Motion for Class Counsel Fees Payment, Litigation Expenses, and Class Representative Service Payment duly came on for hearing on September 12, 2025, before the above-entitled Court. The JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers *for* Justice, PC appeared on behalf of Plaintiff Rigoberto Rojas ("Plaintiff"). Messner Reeves, LLC appeared on behalf of Defendant Weingart Center Association ("Defendant").

I. FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV21995, entitled *Rigoberto Rojas v. Weingart Center Association*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On June 9, 2025, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class, defined as "All current and former hourly-paid or non-exempt employees of Defendant Weingart Center Association in California employed during the period of July 7, 2018 to July 22, 2024 ("Class Period").

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Notice Packet was mailed by first class U.S. Mail to the Class Members at their last known addresses on June 12, 2025. Mailing of the Notice Packet to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the

proposed settlement to the Class Members. The Court finds that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

5. The Response Deadline for opting out or objecting was August 12, 2025. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. No Class Members requested exclusion.

Fairness Of the Settlement

6. The Agreement provides for a Gross Settlement Amount of $700,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. No requests for exclusion were received.

e. The participation rate is high. All Class Members will be participating in the Settlement and will be sent settlement payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

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8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

PAGA Payment

9. The Agreement provides for PAGA Penalties in the amount of $100,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Penalties and the allocation of 75% ($75,000.00) to LWDA and 25% ($25,000.00) to the Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Payment is approved pursuant to California Labor Code Section 2699(l)(2).

Class Counsel Fees Payment and Litigation Expenses Payment

10. The Agreement provides for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount of up to Two Hundred Fifty-Eight Thousand Three Hundred Ten Dollars and Zero Cents ($258,310.00). Subject to Court approval, the payment for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consists of attorneys' fees equal to 33.33% of the Gross Settlement Amount, or Two Hundred Thirty-Three Thousand Three Hundred Ten Dollars and Zero Cents ($233,310.00) and reimbursement of costs and expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). The costs actually incurred by Class Counsel total Sixteen Thousand, Seven Hundred Seventeen Dollars and Sixty-Two Cents ($16,717.62).

11. A payment for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount of Two Hundred Fifty Thousand Twenty-Seven Dollars and Sixty-Two Cents ($250,027.62) comprised of attorneys' fees in the amount of Two Hundred Thirty-Three Thousand Three Hundred Ten Dollars and Zero Cents ($233,310.00) and reimbursement of costs and expenses in the amount of Sixteen Thousand, Seven Hundred Seventeen Dollars and Sixty-Two Cents ($16,717.62)) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents 33.33% of the common fund, which is reasonable and at the low end of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of up to $7,500 for Plaintiff, Rigoberto Rojas, subject to the Court's approval. The Court finds that the amount of $7,500 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Administration Expenses Payment

13. The Agreement provides for Administration Expenses Payment to be paid in an amount of up to $20,000.00. The Declaration of the Administrator provides that the actual claims administration expenses are expected to be less, at $10,000.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II. ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as:

> "All current and former hourly-paid or non-exempt employees of Defendant Weingart Center Association in California employed during the period from July 7, 2018 to July 22, 2024."

2. There are 759 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs to the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. In exchange, the Class Members shall release Defendant and the Released Parties from the Released Class Claims and the Aggrieved Employees shall release the Released PAGA Claims.

a. The Released Class Claims are defined as all claims under state, federal, or local law, arising out of the claims expressly pleaded, or that could have been alleged, in Plaintiff's Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations and other provisions of law, that could have been asserted based on the facts pleaded in the Class Action at any time during the Class Period including (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California's unfair competition law. The Class Period means the period from July 7, 2018 to July 22, 2024.

b. The Released PAGA Claims are defined as all claims and causes of action for civil penalties under PAGA arising at any time during the PAGA Period for the claims that were alleged, or reasonably could have been alleged in Plaintiffs PAGA Action based on the factual allegations and theories stated therein and in Plaintiff's PAGA Notice. The PAGA Period means the period from April 20, 2021 to July 22, 2024.

5. Class Counsel are awarded a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount totaling Two Hundred Fifty Thousand Twenty Seven Dollars and Sixty-Two Cents ($250,027.62) comprised of attorneys' fees in the amount of Two Hundred Thirty-Three Thousand Three Hundred Ten Dollars and Zero Cents ($233,310.00) and reimbursement of costs and expenses in the amount of Sixten Thousand Seven Hundred Seventeen Dollars and Sixty Two Cents ($16,717.62).

6. The payment of the Class Representative Service Payment to the Plaintiff in the amount of $7,500 is approved.

7. The payment of $10,000.00 to the Administrator for the Administration Expenses Payment is approved.

8. The PAGA Payment of $100,000 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court

finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud or collusion.

9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Participating Class Member.

10. Final Judgment shall also bind Plaintiff, the State of California, the LWDA, and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act ("PAGA").

11. The term "Aggrieved Employees" is hereby defined as "All current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the period from April 20, 2021 through July 22, 2024."

12. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorney General Act ("PAGA") on December 31, 2024 and again on April 10, 2025.

13. The Court orders Class Counsel to comply with California Labor Code § 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

14. The Agreement is not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and

Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

15. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members and the Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the Notice Packet.

16. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, 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.

17. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

18. Order to Show Cause Re: Compliance with the Terms of the Settlement is scheduled for 05/21/2026 at 08:30 AM in Department 6 at Spring Street Courthouse. The parties are ordered to meet and confer and file a joint status report and a declaration from the administrator by May 11, 2026, advising the Court of the status of the distribution of settlement funds.

IT IS SO ORDERED.

Elihu M. Berle

DATED: 10/16/2025

Elihu M. Berle / Judge

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT