

FILED
1/16/2026

Clerk of the Court
Superior Court of CA
County of Santa Clara

21CV386893

By: MJacobo

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

GABRIELA ARELLANO, YURI VENCES,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

HERO ADAMS, INC., a California corporation;
OPA MANAGEMENT GROUP, INC., a
California corporation; OPA RESTAURANT
GROUP, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 21CV386893

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

This is a putative class and representative action under the Private Attorneys General Act ("PAGA"). Plaintiffs Gabriela Arellano and Yuri Vences (collectively, "Plaintiffs") allege that defendant Hero Adams, Inc., OPA Management Group, Inc., and OPA Restaurant Group (collectively, "Defendants") committed various wage and hour violations and they seek PAGA penalties for those violations.

Before the Court is Plaintiffs' motion for final approval of settlement, which is unopposed. The Court GRANTS Plaintiffs' motion.

1 **I. BACKGROUND**

2 According to the allegations of the operative First Amended Complaint (“FAC”),
3 Plaintiff Arellano was employed by Defendants as a cook and food preparer in a nonexempt,
4 hourly position. (FAC, ¶ 11.) Plaintiff Vences was employed by Defendants as a kitchen lead
5 and food preparer in a nonexempt, hourly position. (FAC, ¶ 12.) They allege that Defendants
6 failed to provide, among other things, required breaks, pay wages due, provide and maintain
7 payroll records.

8 Plaintiff Arellano initiated this action on September 21, 2021 with the filing of the
9 complaint, which asserted a claim for violation of the PAGA. Plaintiff Vences filed his class
10 action complaint on April 4, 2024, which asserted claims for failure to provide meal and rest
11 periods; failure to pay overtime wages; failure to pay minimum wages; failure to timely pay
12 wages during employment; waiting time penalties; failure to furnish compliant wage statements;
13 failure to maintain require records; failure to pay business expenses; failure to pay and include
14 COVID-19 supplemental sick pay on wage statements, and unfair business practices.

15 On April 10, 2025, Plaintiffs filed the operative FAC, which asserts claims for: (1) failure
16 to provide required meal periods; (2) failure to provide required rest breaks; (3) failure to pay
17 overtime wages; (4) failure to pay minimum wages; (5) failure to pay timely wages; (6) failure to
18 pay all wages due to discharged and quitting employees; (7) failure to furnish accurate itemized
19 statements; (8) failure to maintain required records; (9) failure to indemnify employees for
20 necessary expenditures incurred in discharge of duties; (10) failure to pay and include COVID-
21 19 supplemental sick pay on wage statements; and (11) unfair and unlawful business practices.
22 On July 28, 2025, the Court entered its order which granted Plaintiffs’ motion for preliminary
23 approval.

24 Plaintiffs request an order granting approval of the joint stipulation of class action and
25 PAGA settlement and release (the “Settlement”); approving distribution of the settlement funds;
26 approving Plaintiffs’ request for an award of the Class representative enhancement; approving
27 attorneys’ fees and costs; approving settlement administration costs; approving PAGA payment
28 to the LWDA and Aggrieved Employees; and entering final judgment.

1 **II. MOTION FOR FINAL APPROVAL**

2 **A. Legal Standard**

3 **i. Class Action**

4 Generally, “questions whether a [class action] settlement was fair and reasonable,
5 whether notice to the class was adequate, whether certification of the class was proper, and
6 whether the attorney fee award was proper are matters addressed to the trial court’s broad
7 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
8 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
9 260.)

10
11 In determining whether a class settlement is fair, adequate and reasonable, the
12 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
13 the risk, expense, complexity and likely duration of further litigation, the risk of
14 maintaining class action status through trial, the amount offered in settlement, the
15 extent of discovery completed and the stage of the proceedings, the experience
16 and views of counsel, the presence of a governmental participant, and the reaction
17 of the class members to the proposed settlement.

18 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

19 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
20 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
21 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
22 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
23 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
24 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
25 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
26 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
27 marks omitted.) The trial court also must independently confirm that “the consideration being
28 received for the release of the class members’ claims is reasonable in light of the strengths and

1 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
2 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
3 “provided with basic information about the nature and magnitude of the claims in question and
4 the basis for concluding that the consideration being paid for the release of those claims
5 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

6 B. PAGA

7 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
8 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
9 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
10 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
11 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
12 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
13 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
14 *Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

15 Similar to its review of class action settlements, the Court must “determine independently
16 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
17 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
18 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
19 remediate present labor law violations, deter future ones, and to maximize enforcement of state
20 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
21 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
22 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
23 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
24 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

25 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
26 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
27 verdict].) But a permissible settlement may be substantially discounted, given that courts often
28 exercise their discretion to award PAGA penalties below the statutory maximum even where a

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
2 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

3 C. Settlement Class

4 Plaintiffs’ request certification of the following Class for settlement purposes.

5 All persons employed by Defendant OPA Management, Inc. in California as a non-
6 exempt employee from April 4, 2020 through August 5, 2024.

7 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
8 approving or denying certification of a provisional settlement class after [a] preliminary
9 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
10 class “when the question is one of a common or general interest, of many persons, or when the
11 parties are numerous, and it is impracticable to bring them all before the court”

12 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
13 (1) an ascertainable class and (2) a well-defined community of interest among the class
14 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
15 *Drug Stores*)). “Other relevant considerations include the probability that each class member
16 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
17 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
18 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
19 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
20 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

21 In the settlement context, “the court’s evaluation of the certification issues is somewhat
22 different from its consideration of certification issues when the class action has not yet settled.”
23 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
24 settlement-only context, the case management issues inherent in the ascertainable class
25 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
26 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
27 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
28 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

1 At preliminary approval, the Court provisionally certified the above-described class,
2 determining that Plaintiffs demonstrated by a preponderance of the evidence (1) an ascertainable
3 class, (2) a well-defined community of interest among the class members and (3) that a class
4 action provides substantial benefits to both litigants and the Court. Consequently, the Court will
5 certify the Class for settlement purposes as requested.

6 **D. Terms and Administration of Settlement**

7 The non-reversionary gross settlement amount is \$810,000. Attorneys' fees of up to
8 35%, which is approximately \$283,500, litigation costs of up \$60,000, and administrative costs
9 of up to \$9,650. \$120,000 will be allocated to PAGA penalties, 75% of which (\$90,000) will be
10 paid to the LWDA, with the remaining 25% (\$30,000) dispensed, on a pro rata basis, to the
11 "PAGA Settlement Class," which is defined as "All Class Members who worked any hours for
12 Defendant OPA Management, Inc. in California during any pay period from July 15, 2020
13 through August 5, 2024." Plaintiffs will each seek a class representative award of \$10,000.

14 The net settlement amount-estimated to be \$330,428.41-will be allocated to members of
15 the Class. For tax purposes, 20% of the individual settlement awards will be allocated as unpaid
16 wages while 80% will be allocated to unpaid penalties and interests. Funds associated with
17 checks uncashed after 180 days will be transmitted to the Controller of the State of California to
18 be held in trust for such Class members pursuant to California unclaimed property law.

19 In exchange for settlement, Class Members who do not opt out will release:

20 All claims arising during the Class Period under state, federal, and local law that
21 were or could have been asserted based on facts and allegations made in the
22 Operative Complaint, as to the Class Members, including California Labor Code
23 section 200-204, 210, 218.5, 226, 226.3, 233, 246, 247.5, 248.1, 248.2, 248.6,
24 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802,
25 California Industrial Commission Wage Orders, Cal. Code Regs., Title 8, section
26 11010, *et seq.*, and Business and Professions Code section 17200, *et seq.*,
27 California Code of Civil Procedure section 1021.5, and including all claims based
28 on the facts of the Operative Complaint for alleged unpaid wages, minimum

1 wages, hours worked, overtime or double time wages, regular rate of pay, bonus
2 and incentive pay, timely payment of wages during employment, timely payment
3 of wages at separation, wage statements, payroll records, failure to provide
4 accurate wage statements, unreimbursed business expenses, meal periods and
5 meal period premiums, rest breaks and rest break premiums, unfair competition,
6 unfair business practices, unlawful business practices, fraudulent business
7 practices, class actions, representative actions, aggrieved party claims, declaratory
8 relief, penalties of any nature (including but not limited to civil penalties
9 including wage statement penalties and waiting-time penalties, interest, fees,
10 costs, as well as all other claims and allegations alleged in the Operative
11 Complaint.¹

12 PAGA Members, who consistent with the statute will not be able to opt out of the PAGA
13 portion of the settlement, will release:

14 All claims arising during the PAGA Period seeking civil penalties under PAGA,
15 that Plaintiffs as proxy for the State of California and/or the LWDA, to the
16 maximum extent permitted by law, and as private attorneys general acting on
17 behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have
18 asserted based on the facts alleged in the Actions and/or the LWDA letters filed
19 by Plaintiffs with the LWDA, including all claims arising under the California
20 Labor Code including, sections 200-204, 210, 218, 218.5, 221, 226, 226.3, 226.7,
21 227.3, 233, 246, 246.5, 248, 248.1, 248.2, 248.6, 248.7, 256, 432, 510, 512, 558,
22 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2800, 2802, 2810.5, 6409.66, 6432 and
23 2698, *et seq.*, as alleged in the Complaint, and the wage orders of the California
24 Industrial Welfare Commission based on the facts alleged in the actions.

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28 ¹ Claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Release Period are expressly excluded from the release.

1 The notice period has now been completed. Cassandra Polites (“Polites”), a case
2 manager with settlement administrator ILYM Group, Inc. (“ILYM”) submitted a declaration in
3 support of this motion. Polites states that on August 5, 2025, ILYM received the approved
4 notice packet from Class Counsel and on September 29, 2025, ILYM received the Class data file
5 from defense counsel, which contained the name and information for all 742 Class members who
6 worked a total of 30,482. On October 8, 2025, the Class notice packet was mailed out. As of the
7 date of Polites’ declaration, 108 Class notice packets were returned to ILYM, which then
8 performed a skip trace and obtained 50 updated addresses. The Class notices were promptly
9 remailed. As of the date of Polites’ declaration, a total of 58 Class notices have been deemed
10 undeliverable. The deadline to respond was December 8, 2025 and as of the date of Polites’
11 declaration, ILYM received 0 requests for exclusion, 0 written objections, and 0 workweek
12 disputes. Consequently, there are 742 participating Class Members. Based on this number, the
13 average Class payment will be approximately \$445.32, the highest payment will be
14 approximately \$2,460.67, and the lowest payment will be approximately \$1.55. The average
15 PAGA payment will be approximately \$42.31, the highest PAGA payment will be approximately
16 \$213.32, and the lowest PAGA payment will be approximately \$2.01.

17 The settlement provides for administration costs for up to \$9,650, which is supported by
18 Polites’ declaration. Thus, the amount is approved.

19 At the preliminary approval, the Court found that the proposed settlement provides a fair
20 and reasonable compromise to Plaintiffs’ claims. It finds no reason to depart from these findings
21 now, especially considering that there are no objections. Therefore, the Court finds that the
22 settlement is fair and reasonable for the purposes of final approval.

23 **E. Attorneys’ Fees, Litigation Costs, and Plaintiffs’ Service Award**

24 Class Counsel seeks a fee award of \$283,500, or thirty-five (35%) of the gross settlement
25 amount, which is not an uncommon contingency fee in a wage and hour class action. Class
26 Counsel provide a lodestar figure \$174,797.50, which is based on 250.9 hours of work worked at
27 billing rates ranging from \$375 to \$900 per hour, resulting in a multiplier of 1.62. This is within
28 the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p.

1 255 “[m]ultipliers can range from 2 to 4 or even higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir.
2 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in
3 common fund cases and citing the court’s own survey of large settlements funding a range of
4 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the
5 1.5-3.0 range”].)

6 “While the percentage method has been generally approved in common fund cases,
7 courts have sought to ensure the percentage fee is reasonable by refining the choice of a
8 percentage or by checking the percentage result against the lodestar-multiplier calculation.”
9 (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*)). Applying the latter
10 approach,

11 [T]he percentage-based fee will typically be larger than the lodestar based fee.
12 Assuming that one expects rough parity between the results of the percentage
13 method and the lodestar method, the difference between the two computed fees
14 will be attributable solely to a multiplier that has yet to be applied. Stated another
15 way, the ratio of the percentage-based fee to the lodestar-based fee implies a
16 multiplier, and that implied multiplier can be evaluated for reasonableness. If the
17 implied multiplier is reasonable, then the cross-check confirms the reasonableness
18 of the percentage-based fee; if the implied multiplier is unreasonable, the court
19 should revisit its assumptions.

20 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a*
21 *Lodestar Cross-check: Judicial Misgivings About “Reasonable Percentage” Fees in Common*
22 *Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California
23 Supreme Court, “[i]f the multiplier calculated by means of a lodestar crosscheck is
24 extraordinarily high or low, the trial court should consider whether the percentage used should be
25 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
26 necessarily required to make such an adjustment.” (*Laffitte, supra*, 1 Cal.5th at 505.)
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1 Here, the multiplier sought by Class Counsel is within the range of modifiers typically
2 approved by courts, is supported by the percentage cross-check as well as the declarations
3 submitted by Class Counsel. Thus, the Court finds Class Counsel's requested fee award is
4 reasonable.

5 Class Counsel also seeks \$46,421.59 in litigation costs, which is lower than the \$60,000
6 allowed for in the Settlement. The request is supported by the declarations submitted by Class
7 Counsel. This amount is reasonable and thus, it is approved.

8 Plaintiffs request a service payment award of \$10,000—totaling \$20,000.

9 The rationale for making enhancement or incentive awards to named plaintiffs is
10 that they should be compensated for the expense or risk they have incurred in
11 conferring a benefit on other members of the class. An incentive award is
12 appropriate if it is necessary to induce an individual to participate in the suit.

13 Criteria courts may consider in determining whether to make an incentive award
14 include: 1) the risk to the class representative in commencing suit, both financial
15 and otherwise; 2) the notoriety and personal difficulties encountered by the class
16 representative; 3) the amount of time and effort spent by the class representative;
17 4) the duration of the litigation and; 5) the personal benefit (or lack thereof)
18 enjoyed by the class representative as a result of the litigation. These "incentive
19 awards" to class representatives must not be disproportionate to the amount of
20 time and energy expended in pursuit of the lawsuit.

21 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal
22 punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff
23 undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v.*
24 *Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

25 Plaintiffs submit declarations in support of their request. Plaintiff Arellano states she has
26 spent approximately 40 hours working on this case. (Arellano Declaration ("Decl."), ¶ 4.) She
27 provided information regarding the facts, policies, and practices at issues in this case. (*Ibid.*)
28 She spent a significant amount of time pursuing this litigation during the past four years,

1 including meeting with Class Counsel, reviewing documents, having phone calls with Class
2 Counsel, and exchanging email with Class Counsel. (*Ibid.*) She also states she weighed the
3 personal and professional risk of pursuing the case. (Arrellano Decl., ¶ 3.)

4 Plaintiff Vences states she has spent approximately 81.25 hours working on this case.
5 (Vences Decl., ¶ 23.) She participated in telephone calls with Class Counsel regarding various
6 issues throughout the litigation, reviewed the complaint, review and responded to informal
7 discovery, searched for relevant documents, and reviewed the settlement and other documents.
8 (Vences Decl., ¶ 22.) Similarly, she weighed the personal and professional risk of pursuing the
9 case. (Vences Decl., ¶¶ 8-11.)

10 The Court finds Plaintiffs are entitled to the service payments. The amount requested is
11 reasonable, thus, the request is approved.

12 **III. CONCLUSION**

13 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
14 DECREED THAT:

15 Plaintiffs' motion for final approval is GRANTED. The following Class is certified for
16 settlement purposes only:

17 All persons employed by Defendant OPA Management, Inc. in California as a non-
18 exempt employee from April 4, 2020 through August 5, 2024.

19 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
20 § 668.5.) Plaintiffs and the members of the Class will take from the FAC only the relief set forth
21 in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the
22 California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms
23 of the settlement agreement and the final order and judgment.

24 The Court sets a compliance hearing for **September 10, 2026 at 2:30 P.M.** in
25 Department 22. At least ten court days before the hearing, class counsel and the settlement
26 administrator shall submit a summary accounting of the net settlement fund identifying
27 distributions made as ordered herein; the number and value of any uncashed checks; amounts
28 remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any

1 unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel
2 shall also submit an amended judgment as described in Code of Civil Procedure section 384,
3 subdivision (b). Counsel may appear at the compliance hearing remotely.

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5 **IT IS SO ORDERED.**

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9 Date: 1/15/20


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11 BETH MCGOWEN
12 Judge of the Superior Court
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