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FILED
San Diego Superior Court
SEP 18 2026
Clerk of the Superior Court
By: R. Cersosimo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JORDAN KEITH HELTON, individually, and on behalf of other members of the general public similarly situated , Plaintiff, vs. AMEE BAY, LLC, an unknown business entity; THREE SAINTS BAY, LLC, an unknown business entity; and DOES 1 through 100, inclusive, Defendants.	Case No.: 37-2022-00027268-CU-OE-CTL (Lead Case) *Consolidated with Case No.: 37-2022-00027280-CU-OE-CTL* *Assigned for all purposes to the Honorable Terrie E. Roberts, Dept. C-68* **FINAL APPROVAL ORDER AND JUDGMENT** Date: September 18, 2026 Time: 10:30 a.m. Dept.: C-68 Complaint Filed: July 12, 2022 Trial Date: Not yet set

Plaintiff Jordan Keith Helton's unopposed Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above-captioned matter came for hearing on September 18, 2026, before the Honorable Terrie E. Roberts in Department C-68 of the above-entitled Court located at 330 W. Broadway, Fifth Floor, San Diego, California 92101.

On April 9, 2026, the Court entered an Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action and PAGA Settlement (hereinafter, "Agreement" or "Settlement") which, together with the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. Pursuant to California law, this Court hereby grants final approval of the Agreement. The Agreement is hereby deemed incorporated into this Final Order and Judgment. 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 Action and over all Parties to this Action, including all Class Members.

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

> All current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the period from July 12, 2018, and ending on May 3, 2023.

4. The Court hereby confirms Lawyers *for* Justice, PC, and Parker & Minne, LLP as Class Counsel in the Action.

5. The Court concludes that distribution of the Notice directed to the Class Members as

set forth in the Agreement and the other matters set forth therein have been completed in conformity with the Preliminary Approval Order and constituted the best notice practicable under the circumstances. The Court concludes that the Administrator, ILYM Group, Inc., took all reasonable and necessary steps to locate and notify each Class Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class fully and accurately informed the Class of all material elements of the Settlement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law. The notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

6. The Court hereby finds the Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

7. The Court finds that the Settlement is, in all respects, fair, adequate and reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation by Class Counsel; that the Settlement is the product of intensive, serious and non-collusive 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, Defendants' potential exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members;

the extent of investigation and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Agreement and the terms and conditions set forth in this Judgment.

8. A full opportunity has been afforded to Class Members to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement ("Settlement Class Members") are bound by the Settlement and by this Judgment.

9. The Court hereby finds that there have been zero (0) objections to the Agreement. The deadline for Class Members to submit written objections to the Agreement was July 10, 2026. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

10. The Court hereby finds that zero (0) Class Members have requested to be excluded from the Settlement. The deadline for Class Members to request to be excluded from the Agreement was July 10, 2026. Accordingly, 148 Settlement Class Members are bound by this Judgment.

11. Upon entry of this Judgment and the complete funding of the Total Settlement Amount and all applicable employer-side payroll taxes by Defendants to the Administrator, Settlement Class Members shall fully release and discharge Released Parties from any and all wage-related claims that were alleged in or which could have been alleged in the Class Action based on the factual allegations in the Class Action, arising during the Class Period, including the following claims, under any legal theory of liability, for: (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods and/or pay meal period premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to authorize and permit rest periods and/or pay rest period premiums pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during employment pursuant to California Labor

Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain requisite payroll records pursuant to California Labor Code section 1174 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq*.

12. Upon entry of this Judgment and remittance of the Total Settlement Amount by Defendants to the Administrator, Plaintiff, the LWDA, and State of California shall waive, release, and discharge Released Parties of any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the PAGA Period, based on the factual allegations and legal theories in the LWDA Letter and PAGA Action, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 9-2001, and 16-2001.

13. Upon entry of this Judgment and remittance of the Total Settlement Amount by Defendants to the Administrator, in consideration for his Class Representative Enhancement Payment, Plaintiff Jordan Keith Helton, <u>for himself only</u>, releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's relationship with Defendants as well as any and all acts or omissions by or on the part of Defendants, excluding only claims that, by law, may not be privately released. Plaintiff Jordan Keith Helton has expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED

HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

14. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement, the Court orders Defendants to fund the Total Settlement Amount of $500,000.00 within thirty (30) calendar days after of the date of entry of this Judgment to provide payments for Individual Settlement Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Attorneys' Fees to Class Counsel, Litigation Costs to Class Counsel, PAGA Penalties to the LWDA, and Settlement Administration Costs. The Court further orders Defendants to separately pay any and all employer payroll taxes owed on the wage portion of the Individual Settlement Payments. Defendants shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Agreement.

15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $175,000.00, and awards reimbursement of costs and expenses incurred by Class Counsel in the amount of $21,775.56 from the Total Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel.

16. The Court hereby approves and orders a Class Representative Enhancement Payment of $5,000.00 to Plaintiff Jordan Keith Helton from the Total Settlement Amount in accordance with the terms of the Agreement.

17. The Court finds that the settlement of the Released PAGA Claims for $75,000.00,

which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Penalties as follows: $56,250.00 (75% of $75,000.00) to the California Labor Workforce Development Agency, and $18,750.00 (25% of $75,000.00) to PAGA Group Members on a *pro rata* basis as set forth in the Agreement. 100% of the amounts distributed to PAGA Group Members as penalties under PAGA shall be reported on an IRS Form-1099.

18. The Court also hereby approves and orders payment from the Total Settlement Amount for actual settlement administration expenses incurred by the Administrator, ILYM Group, Inc., in the amount of $5,650.00.

19. The Court hereby approves and orders payment of Individual Settlement Payments from the Net Settlement Amount to the Settlement Class Members and payment of Individual PAGA Payments to PAGA Group Members on a *pro rata* basis as set forth in the Agreement.

20. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the Administrator distribute the Individual Settlement Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA Penalties to the LWDA within ten (10) calendar days of receipt of the Total Settlement Amount.

21. The Court also hereby approves and orders that checks distributed from the Total Settlement Amount to Settlement Class Members and PAGA Members will be negotiable for at one hundred and eighty (180) days after issuance. If any settlement checks issued to Settlement Class Members and PAGA Group Members remain uncashed after the void date, will be transmitted by the Settlement Administrator to the State of California's Controller's Office Unclaimed Property Division, in the name of the Settlement Class Member and/or PAGA Member and in the amount of his or her respective Individual Settlement Payment and/or Individual PAGA Payment consistent with Code of Civil Procedure § 384.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters

pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

23. A post-approval final accounting hearing shall be held on ~~12/18/2025~~ 5/14/27 at 10:00 a.m./p.m. in Dept. C-68 of the above-entitled court, located at 330 W. Broadway, Fifth Floor, San Diego, California 92101. Class Counsel shall submit a final compliance status report by no later than 5 days before hearing. Class Counsel shall also submit a copy of this Judgment and the final compliance status report to the Judicial Council at the time of the final accounting. (Cal. Code Civ. Proc § 384.5; Cal. Govt. Code § 68520).

24. Plaintiff shall submit a notice of entry of this Judgment to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 9/18/24

Honorable Terrie E. Roberts
Judge of the Superior Court