



1 On November 6, 2024, the Court conducted a hearing on the unopposed Motion for Final  
2 Approval of Class Action Settlement filed by Plaintiffs KIMBERLY DIMALANTA and ALMA  
3 CRUZ (collectively “Plaintiffs”). The Court has reviewed and considered the Memorandum of  
4 Points and Authorities in support of the Motion, the Declarations of Counsel and Plaintiffs, and  
5 the exhibits in support of the Motion, including the Class Action Settlement Agreement and  
6 Class Notice (“Agreement” or “Settlement”) between Plaintiffs and Defendants North Plaza  
7 Restaurant Partners LLC d/b/a Drago Centro (“Centro”), Celestino Drago Enterprises, Inc. d/b/a  
8 Drago Bakery (“Bakery”), and Celestino Drago (collectively “Defendants”) (Plaintiff and  
9 Defendant shall be referred to collectively as the “Parties”).

10 The Order hereby incorporates by reference the definitions in the Settlement Agreement  
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set  
12 forth in the Settlement Agreement.

13 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**  
14 **MAKES THE FOLLOWING FINDINGS:**

- 15 1. Plaintiffs’ Motion for Final Approval of Class Action Settlement is GRANTED.
- 16 2. In accordance with the Settlement, Judgment shall be entered pursuant to the  
17 terms of the Settlement, in the amount of \$645,000, which includes Defendants’ share of payroll  
18 taxes and withholdings.
- 19 3. Solely for purposes of effectuating the Settlement, this Court has certified a class  
20 (“Class”) defined as:  
21 All Individuals who were employed by Centro and the Bakery in  
22 California and classified as non-exempt employees at any time  
23 during the period of February 28, 2014 to January 3, 2024.
- 24 4. The notice provided to the Class Members conforms with the requirements of  
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
26 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
27 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
28 individual notice to all Class Members who could be identified through reasonable effort, and  
by providing due and adequate notice of the proceedings and of the matters set forth therein.

1 The notice fully satisfies the requirements of due process.

2 5. The Court finds that zero (0) Class Members objected to the Settlement.

3 6. The Court finds that one (1) Class Member, named Collin East, requested  
4 exclusion from the Settlement.

5 7. Upon the date that Defendant has fully funded the Settlement, all Plaintiffs and  
6 Participating Class Members on behalf of themselves and their respective former and present  
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall have, by  
8 operation of this Judgment, be deemed to have fully and finally released the Released Parties  
9 from all claims that were alleged, or reasonably could have been alleged, based on the Class  
10 Period facts stated in the Operative Complaint and ascertained in the course of the Action  
11 including, but not limited to any claims for: (i) failure to provide meal periods; (ii) failure to  
12 provide rest periods; (iii) failure to pay overtime wages; (iv) failure to pay minimum wages; (v)  
13 failure to pay all wages due to discharged and quitting employees; (vi) failure to maintain  
14 required records; (vii) failure to furnish accurate itemized wage statements; (viii) failure to  
15 indemnify employees for necessary expenditures incurred in discharge of duties; (ix) unfair and  
16 unlawful business practices and all other alleged violations of the California Business and  
17 Professions Code section 17200, *et seq.*; (x) injunctive relief; (xi) liquidated damages; (xii)  
18 statutory penalties; (xiii) interest; (xiv) fees, including fees under California Code of Civil  
19 Procedure section 1021.5; and (xv) costs. Participating Class Members do not release any other  
20 claims, including claims for vested benefits, wrongful termination, violation of the Fair  
21 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
22 compensation, or claims based on facts occurring outside the Class Period.

23 8. In addition, Plaintiffs and their respective former and present spouses,  
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall  
25 have, by operation of this Judgment, be deemed to have expressly waived and relinquished the  
26 Released Parties from all claims, transactions, or occurrences that occurred during the Class  
27 Period, including, but not limited to: all claims that were, or reasonably could have been, alleged,  
28 based on the facts contained in the Operative Complaint or ascertained during the Action [*i.e.*,

1 the Released Class Claims described in subsection 5.2, below]; any other claims arising under  
2 the California Labor Code; any claim arising out of the California common law of contract; the  
3 Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost  
4 wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and  
5 costs arising under federal, state, or local laws for discrimination, harassment, and wrongful  
6 termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights  
7 Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act,  
8 the California Fair Employment and Housing Act, and the law of contract and tort (“Plaintiffs’  
9 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement,  
10 or to any claims for vested benefits, unemployment benefits, disability benefits, social security  
11 benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside  
12 the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from,  
13 or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree,  
14 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding  
15 such different or additional facts or Plaintiffs’ discovery of them. For purposes of Plaintiffs’  
16 Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of  
17 section 1542 of the California Civil Code.

18 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,  
19 and the methodology used to calculate and pay each Participating Class Member’s Individual  
20 Settlement Awards are fair and reasonable, and authorizes the Settlement Administrator to pay  
21 the Individual Settlement Awards to Participating Class Members in accordance with the terms  
22 of the Settlement Agreement.

23 10. Pursuant to this Judgment, Class Counsel is awarded attorneys’ fees in the  
24 amount of \$215,000.00 (one-third of the Gross Settlement Amount) for their services in  
25 connection with the litigation and resolution of the claims asserted in this action, to be paid from  
26 the Gross Settlement Amount pursuant to the terms of the Stipulation.

27 11. Class Counsel is awarded ~~\$69,094.98~~ <sup>À Ì È Ĝ È Ĥ</sup> in costs and expenses, to be paid from the  
28 Gross Settlement Amount pursuant to the terms of the Agreement.

1           12. Plaintiffs Kimberly DiMalanta and Alma Cruz shall each be paid from the Gross  
2 Settlement Amount a Class Representative Service Award in the amount of \$7,500 for their time  
3 and effort in bringing and presenting the Action and for releasing her Released Claims.

4           13. The Court approves Settlement Administration Costs in the amount of  
5 \$11,500.00 to be paid to CPT Group, Inc. from the Gross Settlement Amount.

6           14. The Parties shall implement the Settlement according to its terms.

7           15. The Settlement Administrator shall file a report concerning the amount of money  
8 distributed by Øàì` æ` Å ÉÇÇ, 2027. A non-appearance hearing regarding the Final  
9 Accounting Report is scheduled for Øàì` æ` Å ÉÇÇ, 2027.

10          16. Neither this Order, the Settlement Agreement, nor any document referred to  
11 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement  
12 may be construed as or may be used as an admission by or against Defendants or any of the  
13 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,  
14 wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement  
15 Agreement, and any negotiations or proceedings related thereto, shall not in any event be  
16 construed as, or deemed to be evidence of, an admission or concession with regard to the denials  
17 or defenses by Defendants or any of the other Released Parties and shall not be offered in  
18 evidence in any action or proceeding against Defendants or any of the Released Parties in any  
19 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce  
20 the provisions of this Order, the Settlement Agreement, or any related agreement or release.

21          17. Without affecting the finality of this Order, this Court shall retain jurisdiction  
22 with respect to all matters related to enforcing the Agreement and/or Judgment, addressing  
23 settlement administration matters, and addressing post-Judgment matters as permitted by law.

24          18. The Court directs that judgment be entered against Defendant in the amount of  
25 \$645,000.00 in accordance with the terms of this Order and the Settlement Agreement.

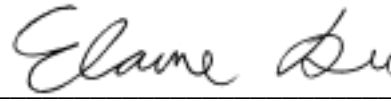
26          19. The Settlement Administrator shall post notice of this Judgment on its website  
27 within seven (7) days after entry of this Judgment.

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1           20.     This Judgment is intended to be a final disposition of this Action in its entirety  
2 and is intended to be immediately appealable.

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IT IS SO ORDERED.

5 Dated: 12/31/2024  
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8 Honorable Elaine Lu  
9 Judge of the Superior Court  
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