

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Hyunjin Kim (SBN 345518)
4 **MOON LAW GROUP, PC**
5 725 South Figueroa Street, 31st Floor
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kmoon@moonlawgroup.com
10 E-mail: afeghali@moonlawgroup.com
11 E-mail: hkim@moonlawgroup.com

12 *Attorneys for Plaintiff Isabel Guillen*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

AUG 02 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ORANGE**

11 ISABEL GUILLEN, individually, and on behalf
12 of all others similarly situated,

13 Plaintiff,

14 vs.

15 KERR CORPORATION, a Delaware
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants
18
19
20
21
22
23
24
25
26
27
28

Case No. 30-2021-01217243-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. William Claster]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities, and Declarations of Kane Moon
and Administrator in Support of Motion for
Final Approval]*

FINAL APPROVAL HEARING

Date: July 26, 2024

Time: 9:00 a.m.

Dept. CX-101

1 On February 22, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Isabel Guillen now seeks an order granting final approval of
3 the Revised Class and Representative Action Settlement Agreement (the "Settlement"),
4 attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval
5 of Class Action Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Class Members, as defined below,
7 and the Court having considered Plaintiff's Notice of Motion and Motion for Final Approval
8 of Class Action Settlement ("Motion"), the supporting declarations and exhibits thereto, all
9 papers filed and proceedings had herein, and the absence of any written objections received
10 regarding the proposed settlement, and having reviewed the record in the Action, and good
11 cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, incorporates and
14 adopts all defined terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class, and Defendant Kerr Corporation ("Defendant").

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested
19 fees and enhancements as set forth below.

20 4. Plaintiff, the Settlement Class, and PAGA Employees have, by operation of this
21 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 the Released Parties from all Released Claims and Released PAGA Claims as stated in the
23 Settlement. The Court finds that the releases and other terms set forth in the Settlement
24 Agreement are fair, reasonable, and adequate.

25 5. The Parties shall bear their own respective attorneys' fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 6. Solely for purposes of effectuating the settlement, the Court finally certified the
28 following class (the "Class Members"): all individuals whom Defendant employed as nonexempt

1 employees in California at any time during the Settlement Period for Class Member who did not
2 enter arbitration or severance agreements with Defendant. Excluded from the Settlement Class
3 are all persons who properly and timely elect to opt out.

4 7. With respect to the Class and for purposes of approving the Settlement only and
5 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
6 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
7 questions of law or fact common to the Class, and there is a well-defined community of
8 interest among Class Members with respect to the subject matter of the claims in the
9 litigation; (c) the claims of Class Representative are typical of the claims of the members of
10 the Class; (d) the Class Representative has fairly and adequately protected the interests of the
11 members of the Class; (e) a class action is superior to other available methods for an efficient
12 adjudication of this controversy; and (f) the counsel of record for the Class Representative,
13 i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and
14 representative capacities and for the Class.

15 8. No Class Members have objected to the terms of the Settlement or have
16 requested exclusion from the Settlement. Accordingly, all 275 Class Members remain in the
17 Settlement Class.

18 9. Upon Defendant's payment of all sums due pursuant to this Settlement, and
19 except as to such rights or claims as may be created by this Settlement, the Class
20 Representatives, the Class and each Class Member who has not submitted a valid and timely
21 request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
22 regardless of whether they have requested exclusion from the Settlement of Class claims, will
23 release claims as per the Settlement Agreement, as follows:

24 Each and every Settlement Class Member—and each Settlement Class Member's
25 executors, administrators, representatives, agents, heirs, successors, assigns, trustees,
26 spouses, or guardians—releases Released Parties from the following claims for the entire
27 Settlement Period: any and all claim asserted in the Action, or that could have been asserted
28 based on the facts alleged in the Action, irrespective of the liability theory, including but
not limited any claims under state law, claims for unpaid wages, minimum wage, overtime,
off-the-clock work, claims for missed meal or rest breaks, claims for meal or rest break
penalties, claims for unreimbursed employee business expenses, claims for failure to

1 provide accurate itemized wage statements, claims for liquidated damages, interest,
2 penalties, attorneys' fees, wage-statement penalties, and "waiting
3 time" penalties, claims for withholding from wages, and claims under the applicable Wage
4 Order and Labor Code sections 201-204, 210, 216, 218.5, 218.6, 226, 226(a), 226.3, 226.7,
5 510, 512, 512.5 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1198, 2802,
6 2802(b), and 2802(c), as well as claims under the California Business & Professions Code
7 §§ 17200 et seq.

8 Each and every PAGA Employee —and each PAGA Employee's executors,
9 administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or
10 guardians—, releases the Released Parties from the Released PAGA Claims, regardless
11 of whether they requested exclusion from the Settlement.

12 The Class Representative generally releases claims against each Released Party
13 through the date of Final Approval. This general release includes claims arising from
14 the Class Representative's relationship with Defendant, including, without limitation,
15 claims for unpaid wages and liquidated damages, under the Fair Labor Standards Act,
16 claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil
17 Rights Act of 1964, 42 U.S.C. section 2000 et seq., the California Fair Employment
18 and Housing Act, California Gov't Code Section 12900 et seq., and claims for violation
19 of public policy.

20 10. The Notice provided to the Class conforms with the requirements of California
21 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
22 circumstances, by providing individual notice to all Class Members who could be identified
23 through reasonable effort, and by providing due and adequate notice of the proceedings and of
24 the matters set forth therein to the Class Members. The Class Notice given to the Class
25 Members fully and accurately informed the Class Members of all material elements of the
26 proposed Settlement and of their opportunity to object to or comment thereon or to seek
27 exclusion from the Settlement and of the terms of the releases; was valid, due, and sufficient
28 notice to all Class Members; and complied fully with the laws of the State of California, the
United States Constitution, due process and other applicable law. The Class Notice fairly and
adequately described the Settlement, provided Class Members adequate instructions and a
variety of means to obtain additional information, and satisfied the standards for final
approval of a class action settlement under California law.

11. There was an adequate interval between the delivery of the Class Notice and the
deadline to opt out to permit Class Members to choose what to do and act on their decision. A

1 full opportunity has been afforded to the Settlement Class Members to participate in this hearing,
2 and all Class Members and other persons wishing to be heard have been heard. Class Members
3 also have had a full and fair opportunity to exclude themselves from the proposed Settlement and
4 Class.

5 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, the
6 PAGA Payment, and the methodology used to calculate and pay each Individual Settlement
7 Payment are fair, reasonable, and adequate, and authorizes the Settlement Administrator to
8 pay the Individual Settlement Payments to the Settlement Class in accordance with the terms
9 of the Settlement.

10 13. The Court further finds that the Settlement was the result of arm's length
11 negotiations conducted after Class Counsel had adequately investigated the claims and became
12 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
13 Settlement, the significant risks relating to certification, liability, and damages issues, and the
14 assistance of an experienced mediator in the settlement process, among other factors, support the
15 Court's conclusion that the Settlement is fair, reasonable, and adequate.

16 14. Defendant shall pay the total of \$550,000.00 to resolve this litigation. Within 30
17 business days of the Effective Date, Defendant will deposit the Gross Settlement Amount into
18 the Qualified Settlement Fund. Thereafter, Individual Settlement Payments shall be distributed
19 to Settlement Class Members and shall be effected pursuant to the terms of the Settlement (i.e.,
20 no later than 30 days after Defendant funds the Gross Settlement Amount).

21 15. From the Gross Settlement Amount, \$56,250.00 shall be paid to the California
22 Labor and Workforce Development Agency, representing 75% of the penalties awarded under
23 the terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys
24 General Act of 2004, California Labor Code section 2698, et seq.

25 16. The Court hereby approves a service award in the amount of \$5,000.00 to
26 Plaintiff for her service as class representative and for her agreement to release claims.

27 17. The Court hereby confirms Moon Law Group, PC as Class Counsel.
28

1 18. From the Gross Settlement Amount, Class Counsel is awarded \$165,000.00 for
2 their reasonable attorneys' fees and \$14,322.01 for their reasonable litigation costs incurred in
3 the Action. The fees and costs shall be distributed to Class Counsel as set forth in the
4 Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the
5 Class.

6 19. The Court approves Administrative Costs in the amount of \$7,250.00. Such
7 costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.

8 20. The Parties are ordered to have notice of this Order and Judgment sent to all
9 Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via
10 first class mail to all Settlement Class Members at their last known addresses.

11 21. ~~All Settlement Class Members and PAGA Employees shall be enjoined from~~
12 ~~pursing or seeking to reopen claims that have been released by the Agreement. Any Settlement~~
13 ~~Class Member or PAGA Employee who files suit under any of the claims released by the~~
14 ~~Agreement against the Defendant shall pay the reasonable costs and attorneys' fees incurred~~
15 ~~by the Defendant if the suit is not withdrawn after the Defendant has provided written~~
16 ~~notification to that person or their designated representative of the bar against asserting any~~
17 ~~such claims.~~

18 22. The Settlement is not an admission by Defendant. Nor is this Judgment a
19 finding of the validity or of any wrongdoing by Defendant. Neither this Judgment, nor the
20 settlement, nor any document referred to herein, nor any action taken to carry out the
21 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
22 wrongdoing on the part of Defendant.

23 23. This Judgment is intended to be a final disposition of the above captioned action
24 in its entirety and is intended to be immediately appealable. In the event that the settlement
25 does not become effective in accordance with the terms of the settlement, then the Judgment
26 shall be rendered null and void to the extent provided by and in accordance with the
27 Settlement Agreement and shall be vacated.

1 24. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in,
3 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
4 matters related to the Settlement and the determination of all controversies relating thereto.

5 25. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
6 granted, and Judgment is hereby entered in accordance with the terms of this Order and
7 Judgment and the Agreement.

8 26. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to
9 the Court a final report on or before February 28, 2025 setting forth the actual amounts paid to
10 class members and other amounts disbursed pursuant to the settlement. Upon receiving the
11 report, the Court will determine whether further reports and/or a hearing will be necessary.

12
13
14 **IT IS SO ORDERED.**

15 DATE:

8 / 2 / 24



Hon. William Claster

Judge of the Orange County Superior Court