

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Edwin Kamarzarian (SBN 327830)
Julie Sohyun Oh (SBN 341157)
Amy Truong (SBN 358352)
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: ekamarzarian@moonlawgroup.com
E-mail: joh@moonlawgroup.com
E-mail: atruong@moonlawgroup.com

Attorneys for Plaintiff Eduardo Hernandez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

EDUARDO HERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CREATING A LEGACY, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: CVRI2105846

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Harold W.
Hopp, Dept. 1]*

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval of Class and PAGA
Action Settlement, the Declaration of Kane
Moon, the Declaration of Plaintiff, the
Declaration of Madely Nava, and the
Declaration of Rafael Silva Iturriaga]*

FINAL APPROVAL HEARING:

Date: May 8, 2025
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: December 29, 2021
Trial Date: Not set

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On September 23, 2024, the Court entered a First Amended Order Granting Plaintiff's
4 Motion for Preliminary Approval of Class Action Settlement, which granted conditional class
5 certification and approval of the Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Eduardo Hernandez ("Plaintiff") and Defendant
8 Creating a Legacy, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the
9 Parties' First Amended Joint Stipulation of Class Action Settlement and Release of Claims (the
10 "Settlement"). The Settlement was executed on September 18, 2024 and was attached as Exhibit 1
11 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class and
12 PAGA Action Settlement filed with the Court on September 18, 2024. The Court now has before it
13 an order and judgment granting final approval of the Settlement ("Final Approval Order and
14 Judgment").

15 Due and adequate notice having been given to Class Members, and the Court having reviewed
16 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and PAGA Action
17 Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings
18 had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE**
19 **COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Order, incorporates and refers to all terms and
21 definitions as set forth in the Settlement and confirmed below.

22 2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement,
23 including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment, Class Representative Payment, Settlement Administrator Payment, and the civil penalties
25 pursuant to the Private Attorneys General Act ("PAGA"), and whether the Settlement should be
26 finally approved as fair, reasonable, and adequate as to Class Members, came before Department 1
27 of this Court, the Honorable Harold W. Hopp presiding, on May 8, 2025.

28 3. The Court finds that the Settlement appears to have been made and entered into in

1 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
2 discovery and investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is
3 the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and
4 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
5 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense,
6 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections to and requests for exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
10 Approval and **ORDERS** judgment to be entered in accordance with the terms herein (“Final
11 Judgment”).

12 4. The Court certifies, for settlement purposes only, the following Class or Class
13 Members: All current and former non-exempt employees who worked for Defendant in California
14 during the Class Period. The “Class Period” means the period from December 29, 2017 to June 29,
15 2024. Excluded from the Class are all persons who submit a valid and timely Request for Exclusion.

16 5. Aggrieved Employees are defined as follows: All current and former non-exempt
17 employees who worked for Defendant in California during the PAGA Period. The “PAGA Period”
18 is the period from December 29, 2020, through June 29, 2024.

19 6. The deadline to request exclusion from or to submit written objections to the
20 Settlement was February 28, 2025. No Requests for Exclusion were received. Accordingly, no
21 individuals are excluded from the Class. All Class Members who did not request exclusion from the
22 Settlement had an opportunity to object to the Settlement. No written objections were received.

23 7. The Court-approved Notice of Proposed Class Action Settlement (the “Class
24 Notice”), as well as the accompanying Request for Exclusion Form and Objection Form, which were
25 attached to the Preliminary Approval Order as Exhibit A, B, and C, respectively, and provided to the
26 Class pursuant to the plan for distribution described under the Settlement, conformed with the
27 requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice practicable
28 under the circumstances, by providing individual and adequate notice of the proceedings and of the

1 matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due
2 process and provided the Class Members with adequate instructions and a variety of means to obtain
3 additional information.

4 8. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other
6 persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members
7 have had a full and fair opportunity to exclude themselves from the Settlement or object to the
8 Settlement. Accordingly, the Court determines that all Class Members who did not request exclusion
9 from the Settlement (“Participating Class Members”) are bound by this Final Approval Order and
10 Judgment. No objections to the proposed settlement were received by the administrator.

11 9. Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will
12 release claims against all Released Parties as follows:

- 13 a. “Released Parties” include Defendant Creating a Legacy, Inc., together with its
14 past and present, officers, directors, and employees.
- 15 b. **Plaintiff’s Released Claims.** Plaintiff, individually and on behalf of Plaintiff’s
16 heirs, executors, administrators, representatives, attorneys, successors and assigns
17 knowingly and voluntarily releases and forever discharges Defendant and each of
18 its directors, officers, employees and agents (collectively, “Plaintiff’s Released
19 Parties”), to the fullest extent permitted by law, of and from any and all claims,
20 known and unknown, asserted and unasserted, which Plaintiff has or may have
21 against the Plaintiff’s Released Parties as of the date of execution of the Settlement.
22 Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff’s own vested
23 accrued employee benefits under the Defendant’s health, welfare or retirement
24 benefits plans, if any, as of the date of the execution of the Settlement; (ii) benefits
25 or rights to seek benefits under applicable workers’ compensation (except as to
26 claims under Labor Code §§ 132a and 4553 which are expressly released in the
27 Settlement) or unemployment insurance or indemnification statuses; (iii) pursue
28 claims which by law cannot be waived by signing the Settlement; and (iv) enforce

1 the Settlement.

- 2 i. To affect a full and complete general release as described above, Plaintiff
3 expressly waives and relinquishes all rights and benefits of § 1542 of the
4 Civil Code of the State of California, without exception, except as may be
5 prohibited by law, and does so understanding and acknowledging the
6 significance and consequences of specifically waiving § 1542. Thus,
7 notwithstanding the provisions of § 1542, and to implement a full and
8 complete release and discharge of all parties, Plaintiff expressly
9 acknowledges the Settlement is intended to include in its effect, without
10 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's
11 favor at the time of signing the Agreement, and that the Settlement
12 contemplates the extinguishment of any such claims. Plaintiff warrants
13 Plaintiff has read the Settlement, including the waiver of California Civil
14 Code § 1542, and that Plaintiff has consulted with or had the opportunity to
15 consult with counsel of Plaintiff's choosing about the Settlement and
16 specifically about the waiver of § 1542, and that Plaintiff understands the
17 Settlement and the § 1542 waiver, and so Plaintiff freely and knowingly
18 enters into the Settlement. Plaintiff further acknowledges that Plaintiff later
19 may discover facts different from or in addition to those Plaintiff now knows
20 or believes to be true regarding the matters released or described in the
21 Settlement, and even so Plaintiff agrees that the releases and agreements
22 contained in the Settlement shall remain in effective in all respects
23 notwithstanding any later discovery of any different or additional facts.
24 Plaintiff expressly assumes any and all risk of any mistake in connection
25 with the true facts involved in the matters, disputes or controversies released
26 or described in the Settlement or with regard to any facts now unknown to
27 Plaintiff relating thereto.

- 28 c. **Participating Class Members' Released Claims.** Upon payment of the Third

1 Installment, each Participating Class Member, and without the need to manually
2 sign a release document, shall release the Released Parties from all causes of action
3 and claims stated in the complaint and those based solely upon the facts alleged in
4 the complaint, including all of the following claims for relief from December 29,
5 2017, through June 29, 2024: (1) Failure to Pay Minimum Wages; (2) Failure to
6 Provide Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure
7 to Provide Rest Periods; (5) Failure to Indemnify Necessary Business Expenses; (6)
8 Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate and Itemized
9 Wage Statements; (8) Violation of Business & Professional Code section 17200;
10 and (8) Violation of Business & Professional Code Section 17200. (“Class Released
11 Claims”). The Class Released Claims for the Participating Class Members excludes
12 all claims for vested benefits, wrongful termination, unemployment insurance,
13 disability, social security, workers’ compensation, claims while not an Eligible
14 Employee, and claims outside the Class Period. The Class Released Claims only
15 covers the time period from December 29, 2017, through June 29, 2024.

16 d. **The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff,
17 and the LWDA shall release, from December 29, 2020, through June 29, 2024, the
18 Released Parties from all claims for civil penalties under the California Labor Code
19 Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s Exhaustion
20 Letter and/or in the Action, including claims for relief for: (1) Failure to Pay
21 Minimum Wages; (2) Failure to Provide Overtime Compensation; (3) Failure to
22 Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify
23 Necessary Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure
24 to Provide Accurate and Itemized Wage Statements; (8) Violation of Business &
25 Professional Code section 17200. The PAGA Released Claims only cover the time
26 period of December 29, 2020, through June 29, 2024.

27 e. **Class Counsel.** As of the Effective Date, and except as otherwise provided by the
28 Settlement, Class Counsel and any counsel associated with Class Counsel waive

1 any further claims to costs and attorneys' fees and expenses against Defendant or
2 the Releasees arising from or related to the Action, including but not limited to
3 claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair
4 Labor and Standards Act, the Business and Professions Code, or any other contract,
5 statute or law ("Class Counsel Released Claims").

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

8 11. The Court finds that the Maximum Settlement Amount of \$709,551.46, the Net
9 Settlement Amount, and the methodology used to calculate Settlement Shares to Participating Class
10 Members and PAGA Payment Shares to Aggrieved Employees are fair and reasonable. The Court
11 thus authorizes the Settlement Administrator to pay settlement allocations in accordance with the
12 terms of the Settlement. The Settlement Administrator shall establish a Settlement Account within
13 ten (10) days of the Effective Date (as that term is defined in the Settlement) and notify the Parties
14 when the Settlement Account has been established. Within sixty (60) days after entry of this Final
15 Approval Order and Judgment, Defendant shall deposit \$236,517.16 (the "First Installment") into
16 the Settlement Account. Within 180 calendar days of the First Installment, Defendant shall deposit a
17 \$236,517.15 (the "Second Installment"). Lastly, within 180 calendar days of the Second Installment,
18 Defendant shall deposit a final \$236,517.15 (the "Third Installment"). Defendant shall have no
19 obligation to pay any additional funds into the Settlement Account, besides its share of employer
20 taxes.

21 12. Payment of Settlement Shares and PAGA Payment Shares shall be sent by the
22 Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of both the First
23 Installment and the Second Installment. Payment to Class Counsel for its attorneys' fees will be
24 due within seven (7) days of the Third Installment. Any envelope transmitting a settlement
25 distribution to a Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT
26 CHECK IS ENCLOSED." Any settlement distribution check shall be negotiable for 180 days from
27 the date of mailing. The Settlement Administrator shall mail a reminder postcard to any Class
28 Member whose settlement distribution check has not been negotiated within 60 days after the date

1 of mailing. If (i) any of the Class Members are current employees of Defendant, (ii) the distribution
2 mailed to those Class Members is returned to the Settlement Administrator as being undeliverable,
3 and (iii) if the Settlement Administrator is unable to locate a valid mailing address, the Settlement
4 Administrator shall arrange with Defendant to have those distributions delivered to those Class
5 Members at their place of employment.

6 13. A total amount of \$60,000.00 shall be allocated from the Maximum Settlement
7 Amount to resolution of claims under PAGA and distributed as follows: 25% (\$15,000.00) to
8 Aggrieved Employees and 75% (\$45,000.00) to the California Labor and Workforce Development
9 Agency ("LWDA").

10 14. The Court confirms the appointment of Plaintiff Eduardo Hernandez as the Class
11 Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to
12 receive under the Settlement as a Class Member, the Court approves and orders a Class
13 Representative Payment to Plaintiff in the amount of \$5,000.00 from the Maximum Settlement
14 Amount for his role and service as the Class Representative, for the risks and work attendant to that
15 role, and for his general release of claims, both known and unknown, and waiver of section 1542
16 rights.

17 15. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
18 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
19 apparent conflicts of interest with Plaintiff or other Class Members, and have adequately represented
20 Class interests. The Court approves and orders the payments to Class Counsel from the Maximum
21 Settlement Amount in \$236,517.15 for reasonable attorneys' fees, which is approximately one-third
22 of the Maximum Settlement Amount, and \$18,805.24 for reimbursement of litigation costs actually
23 incurred. The Court finds that these amounts are reasonable considering the benefits provided to the
24 Class.

25 16. The Court confirms the appointment of Apex Class Action Settlement Administrators
26 as the Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court
27 approves and orders the payment to the Settlement Administrator in the amount of \$9,990.00 from
28 the Maximum Settlement Amount for its services and costs of administering the Settlement.

1 17. Pursuant to California Code of Civil Procedure section 384, following the expiration
2 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
3 Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund
4 in the name of each Participating Class Member and/or PAGA Group Member who failed to cash
5 their individual check prior to the void date.

6 18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
7 Order and Judgment shall be given to the Class by the Settlement Administrator, who shall post a
8 copy of this Final Approval Order and Judgment on its website, the address of which was provided
9 to Class Members in the Class Notice, for no less than 90 calendar days following entry hereof.

10 19. This Final Approval Order and Judgment is intended to be a final disposition of the
11 Action in its entirety and is intended to be immediately appealable.

12 20. The obligations set forth in the Settlement are deemed part of this Final Approval
13 Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms
14 and provisions.

15 21. Following entry of this Final Approval Order and Judgment, and without affecting the
16 finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),
17 the Court shall retain continuing jurisdiction over the Action and the Settlement, solely for purposes
18 of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing
19 such post-Judgment matters may be appropriate under court rules or applicable law.

20 22. The Settlement is finally approved but is not an admission by Defendant of the
21 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
22 law. The Parties have agreed that neither the Settlement nor any related document shall be offered
23 or received in evidence in any civil, criminal, or administrative action or proceeding other than
24 such proceedings as may be necessary to consummate or enforce the Settlement.

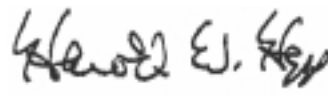
25 23. The Court sets a Non-Appearance Final Report Hearing on August 13, 2026 at 8:30
26 a.m. in Department 1. Class Counsel are ordered to file a final report and declaration by the
27 Settlement Administrator regarding settlement distribution no later than five court days prior to the
28 Final Report Hearing. No appearance is required at the Final Report Hearing if the Settlement

1 Administrator's declaration filed prior to the hearing reports that all the distributions under the
2 Settlement are complete.

3 **IT IS SO ORDERED AND ADJUGED.**

4 June 13, 2025

5 DATE: _____



The Honorable Harold W. Hopp
Judge of the Superior Court, Riverside County