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

SARA GABRIELA MAUL, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE ILLUMINATION FOUNDATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 30-2022-01241473-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. Layne H. Melzer, Dept CX102]

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

*[Filed with the Memorandum of Points and
Authorities, Declaration of Kane Moon,
Declaration of Arman Marukyan,
Declarations of Plaintiffs, and Declaration of
Laura Hodson]*

FINAL APPROVAL HEARING

Date: August 7, 2025

Time: 2:00 p.m.

Dept. CX-102

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

1 **FINAL APPROVAL ORDER AND JUDGMENT**

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

3 On March 18, 2025, the Court entered an Order which granted Plaintiffs' Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class 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 Plaintiffs Sara Gabriela Maul, Kristine Marie Puga, and Brianna
8 Blue ("Plaintiffs") and Defendant The Illumination Foundation ("Defendant," and together with
9 Plaintiffs, the "Parties"), in accordance with the Parties' Class and PAGA Action Settlement
10 Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the
11 Supplemental Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval
12 of Class and PAGA Action Settlement (ROA #180) (the "Declaration of Kane Moon").

13 The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of the Class Counsel's Attorneys' Fees and Litigation
15 Costs, the Class Representative Service Payments, the Settlement Administration Costs, and PAGA
16 Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate
17 as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final
18 Approval Order and Judgment.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
25 and definitions as set forth in the Settlement.

26 2. Plaintiffs' Motion for Final Approval came before Department CX102 of this Court,
27 the Honorable Layne H. Melzer presiding, on August 7, 2025.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
6 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 one objection submitted and the absence of requests
9 for exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for
10 Final Approval and enters **JUDGMENT** in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class” or
12 “Class Members”): any and all persons who worked for Defendant in California as an hourly-paid,
13 non-exempt employee at any time from January 18, 2018 through June 5, 2024 (“Class Period”) and
14 did not sign an arbitration agreement with Defendant or signed an arbitration agreement using the
15 Paylocity system.

16 5. The Released PAGA Claims shall bind the following individuals (“PAGA
17 Members”): any and all persons who worked for Defendant in California as an hourly-paid, non-
18 exempt employee at any time from January 11, 2021 through June 5, 2024 (“PAGA Period”).

19 6. The Court finds that Plaintiffs have exhausted all administrative remedies required
20 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
21 general with respect to the Released PAGA Claims being released under the Settlement. The Court
22 further finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and
23 Workforce Development Agency (“LWDA”) was given timely notice of the Settlement, has not
24 objected, and is therefore bound by this Final Approval Order and Judgment.

25 7. The deadline to submit a Request for Exclusion or to submit written objections to the
26 Settlement was July 7, 2025.

27 8. No requests for exclusion were received. Accordingly, all 293 Class Members remain
28 in the Class and are bound by this Final Approval Order and Judgment.

1 9. The Court finds that a full opportunity has been afforded to Class Members to object
2 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
3 opportunity to object to the Settlement. One written objection was received, and no Class Members
4 appeared at the Final Approval Hearing to present any objections.

5 10. The Notice of Class and PAGA Action Settlement, the Request for Exclusion Form,
6 and the Objection Form (together, “Notice Packet”), which were attached to the Preliminary
7 Approval Order (ROA #191) as Exhibit 1, were provided to the Class in English and Spanish pursuant
8 to the plan for distribution described under the Settlement, conformed with the requirements of rules
9 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under
10 the circumstances, by providing individual and adequate notice of the proceedings and of the matters
11 set forth therein to Class Members. The Notice Packet fully satisfied the requirements of due process
12 and provided the Class Members with adequate instructions and a variety of means to obtain
13 additional information.

14 11. Upon the final approval by the Court of this Settlement and Defendant’s payment of
15 all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by
16 this Settlement, the Class Representatives, Class Counsel, and each Class Member who has not
17 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each
18 PAGA Member, regardless of whether they have requested exclusion from the Settlement of the class
19 claims, will release claims as follows:

20 a. **Released Parties.** “Released Parties” means Defendant and all of their respective
21 current and former officers, directors, employees, shareholders, members, agents,
22 trustees, representatives, attorneys, insurers, reinsurers, parent companies,
23 subsidiaries, divisions, affiliates, predecessors, successors, assigns, as well as any
24 individual or entity that could be alleged to be jointly liable with Defendant.

25 b. **Release by Participating Class Members.** All Participating Class Members, on
26 behalf of themselves and their respective former and present representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all claims asserted in the Action or any other claims that reasonably

1 could have been asserted in the Action based on the facts alleged, including but not
2 limited to unpaid wages, including minimum, overtime, and double time wages,
3 meal and rest period violations and associated premiums, wages not timely paid
4 during employment, wages not timely paid at separation of employment, wage
5 statement violations, failure to reimburse business expenses, failure to keep
6 requisite payroll records, paid sick leave violations, unpaid vacation, and unfair
7 business practices. (“Released Claims”). Except as set forth in section 6.1 and 6.1.1
8 of the Settlement, Participating Class Members do not release any other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair
10 Employment and Housing Act, unemployment insurance, disability, social security,
11 workers’ compensation, or claims based on facts occurring outside the Class Period.

12 c. **Release by PAGA Members (Including Non-Participating Class Members**
13 **Who Are Aggrieved Employees).** All PAGA Members are deemed to release, on
14 behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, and as PAGA
16 representatives of the State of California (including the LWDA) the Released
17 Parties from all claims for PAGA Penalties that were alleged, or reasonably could
18 have been alleged, based on the PAGA Period facts stated in the Operative
19 Complaint and/or Plaintiffs’ LWDA Notices (“Released PAGA Claims”). These
20 include claims for PAGA penalties on account of alleged unpaid wages, including
21 minimum, overtime, and double time wages, meal and rest period violations and
22 associated premiums, wages not timely paid during employment, wages not timely
23 paid at separation of employment, wage statement violations, failure to reimburse
24 business expenses, failure to keep requisite payroll records, paid sick leave
25 violations, and unpaid vacation. All PAGA Members shall release all claims arising
26 under PAGA regardless of their decision to participate in the Settlement.

27 d. **Plaintiffs’ Release.** Plaintiffs and their respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences, including, but not limited to all claims that were, or reasonably could
3 have been, alleged, based on the facts contained, in the Operative Complaint or
4 otherwise occurring at any time up to the execution of this Agreement, all of which
5 are released under 6.2 of the Settlement (“Plaintiffs’ Release”). Plaintiffs’ Release
6 does not extend to any claims or actions to enforce this Agreement, or to any claims
7 for vested benefits, unemployment benefits, disability benefits, social security
8 benefits, workers’ compensation benefits that arose at any time, or based on
9 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
10 discover facts or law different from, or in addition to, the facts or law that Plaintiffs
11 now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release shall
12 be and remain effective in all respects, notwithstanding such different or additional
13 facts or Plaintiffs’ discovery of them.

14 1) Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

15 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and
16 relinquish the provisions, rights, and benefits, if any, of section 1542 of
17 the California Civil Code, which reads: “A general release does not extend
18 to claims that the creditor or releasing party does not know or suspect to
19 exist in his or her favor at the time of executing the release and that, if
20 known by him or her, would have materially affected his or her settlement
21 with the debtor or released party.”

22 12. The Parties shall bear their own respective attorneys’ fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
25 the methodology used to calculate Individual Class Payments to Participating Class Members and
26 Individual PAGA Payments to PAGA Members are fair and reasonable. Thus, the Court authorizes
27 the Settlement Administrator to calculate and pay settlement payments in accordance with the terms
28 of the Settlement.

1 14. Defendant is ordered to fully fund the Gross Settlement Amount (**\$550,000.00**) and
2 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
3 funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

4 15. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the
5 Settlement Administrator will mail checks for all Individual Class Payments, Individual PAGA
6 Payments, Attorneys' Fees, Litigation Costs, the Class Representative Service Payments, and the
7 LWDA PAGA Payment.

8 16. A total amount of \$50,000.00 shall be allocated as PAGA Penalties payable from the
9 Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows:
10 75% (**\$37,500.00**) to the LWDA and 25% (**\$12,500.00**) to PAGA Members.

11 17. The Court approves of the Notice of PAGA Settlement, attached here to as **Exhibit**
12 **A**. The Settlement Administrator shall mail the Notice of PAGA Settlement, in English and Spanish,
13 to the PAGA Members that did not receive the Class Notice along with their respective Individual
14 PAGA Payments.

15 18. The Court finds Plaintiffs have adequately represented the Class and therefore
16 confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In
17 addition to any recovery that Plaintiffs are eligible to receive as Participating Class Members and
18 PAGA Members, the Court approves and orders a service payment to each Plaintiff in the amount of
19 **\$7,500.00** (for a total of \$22,500.00) (the "Class Representative Service Payments"), payable from
20 the Gross Settlement Amount, for their role and service as the Class Representatives and for the risks
21 and work attendant to that role.

22 19. The Court confirms the appointment of Moon Law Group, PC and Lawyers for
23 Justice, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour
24 class action litigation, have no apparent conflicts of interest with Plaintiffs, other Class Members, or
25 the Settlement Administrator, and have adequately represented Class interests. The Court approves
26 and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of
27 **\$183,333.33** for reasonable attorneys' fees, with 75% (\$137,500.00) to Moon Law Group, PC and
28 25% (\$45,833.33) to Lawyers for Justice PC, and of **\$32,317.88**, for reimbursement of out-of-pocket

litigation costs, with \$29,525.98 to Moon Law Group, PC and \$2,791.90 to Lawyers for Justice, PC. The Court finds that these amounts are reasonable considering the benefits provided to the Class.

20. The Court confirms the appointment of Simpluris, Inc. as the Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator of **\$10,000.00**, payable from the Gross Settlement Amount, for Settlement Administration Costs.

21. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement Administrator shall transmit those amounts to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Participating Class Members and/or PAGA Members who did not cash their checks until such time they claim their property.

22. In accordance with California Rule of Court 3.771(b), notice of this Final Approval Order and Judgment will be given to the Settlement Class by the Administrator, who will post an electronic copy on its website for no less than 180 calendar days following entry thereof.

23. This Final Approval Order and Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

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

25. Without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court rule 3.769, the Court will continue to retain jurisdiction over the Parties, the Action, and the Settlement, after entry of Final Judgment for purposes of implementing and enforcing the Settlement and addressing settlement administration and other post-Final Judgment matters.

26. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in

1 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
2 necessary to consummate or enforce the Settlement.

3 27. The Court sets a Final Accounting Hearing on **August 13, 2026 at 2:00 p.m. in**
4 **Department CX102**. Plaintiff shall submit a declaration from the settlement administrator at least
5 10 calendar days before the Final Accounting Hearing addressing the status of the settlement
6 administration, including the actual amounts paid to the Class, the other amounts distributed under
7 the Settlement, and the amount of unclaimed funds and the date of their remittance to the State
8 Controller's Office.

9 **IT IS SO ORDERED AND ADJUDGED.**



10
11 DATE: August 25, 2025

Hon. Layne H. Melzer
Judge of the Orange County Superior Court