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FILED
Superior Court of California
County of Los Angeles
10/29/2025
David W. Slayton, Executive Officer / Clerk of Court
By: J. Clavero Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANE ALVAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LOS ANGELES PHILHARMONIC
ASSOCIATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 22STCV21979

CLASS AND REPRESENTATIVE ACTION

[Hon. Wendy Chang, Dept. 36]

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

*[Filed with the Declaration of Kane Moon, the
Declaration of Plaintiff Diane Alvarez, the
Declaration of Taylor Mitzner, and
[Proposed] Final Approval Order and
Judgment]*

FINAL APPROVAL HEARING

Date: September 23, 2025

Time: 8:30 a.m.

Dept.: 36

Action Filed: July 7, 2022

Trial Date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 On April 15, 2025, the Court entered an order which granted Plaintiff's Motion for
3 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
4 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
5 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
6 "Action") that was reached between Plaintiff Diane Alvarez ("Plaintiff") and Defendant Los Angeles
7 Philharmonic Association ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
8 the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
9 Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's
10 Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on December
11 12, 2024.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
13 Settlement, including a request for payment of Class Counsel Attorney's Fees, Class Counsel
14 Litigation Costs, Class Representative Enhancement Award, Settlement Administration Costs, and
15 PAGA Penalties, and which requests that the Settlement be finally approved as fair, reasonable, and
16 adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed]
17 Final Approval Order and Judgment.

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

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

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

25 2. The Court finds that the Settlement was made and entered into in good faith, the terms
26 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
27 investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of
28 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,

1 meets the requirements for final approval. In so finding, the Court has considered all the evidence
2 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
3 complexity of the claims presented; the likely duration of further litigation; the settlement amount
4 offered; the extent of investigation and discovery completed; and the experience and views of Class
5 Counsel. The Court has further considered the 15 Requests for Exclusion and one objection of the
6 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and
7 enters Judgment in accordance with the terms herein.

8 3. The Court certifies, for settlement purposes only, the following class (the "Class
9 Members"): all current and former non-exempt persons directly employed by Defendant and who
10 worked for Defendant as a full-time or part-time Regular, Temporary or Seasonal Employee (as
11 defined by Defendant) at any of Defendant's locations in the State of California at any time during
12 the Class Period. The term "Class Member" excludes anyone who was employed by a temporary
13 services agency or by any vendor of Defendant while performing services for or at Defendant. The
14 "Class Period" is July 7, 2021, to April 15, 2025. Excluded from the Class are all Class Members
15 who opted out of the Class portion of the Settlement by sending the Administrator a valid and timely
16 Request for Exclusion.

17 4. Notwithstanding the submission of a timely Request for Exclusion, Class Members
18 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
19 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
20 from the Settlement do not apply to the Released PAGA Claims.

21 5. The Released PAGA Claims shall bind the following individuals ("Aggrieved
22 Employees"): anyone who was employed directly by Defendant as a full-time or part-time Regular,
23 Temporary or Seasonal non-exempt employee (as defined by Defendant) at any of Defendant's
24 locations in the State of California at any time during the PAGA Period. The term "Aggrieved
25 Employees" excludes anyone who was employed by a temporary services agency or by any vendor
26 of Defendant while performing services for or at Defendant. The "PAGA Period" means the period
27 from July 7, 2021, to April 15, 2025.

28 6. The Court finds that Plaintiff has exhausted all administrative remedies required to

bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect to the Released PAGA Claims being released under the Settlement. The Court further finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is therefore bound by this Final Approval Order and Judgment.

7. The deadline to submit a Request for Exclusion or to submit written objections to the Settlement was June 13, 2025.

8. Fifteen (15) timely Requests for Exclusion were received from Class Members Christina M. Barry, Kristie Chan, Kenneth Chang, Gregory Davies, Claire Dewar, Martha Fenton Frear, John Michael Laubender, Garrett Lew, Kimberly Lowe, Melissa Magdaleno, Roland Granados, Kristine Nichols, Quinton Birsa Palmer, Herbert Gilbert Roscoe and Renee Muro Vidriezca. Accordingly, these individuals are excluded from the Class. The remaining 3,799 Class Members are bound by this Final Approval Order and Judgment.

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

10. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

11. Release of Claims. Upon the Effective Date of the Settlement, and payment by Defendant to the Settlement Administrator of the full amount of the Gross Settlement Amount and Employer’s Taxes, Plaintiff and the Participating Class Members will be deemed to have

1 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
2 Released Parties of all Released Class Claims. (Settlement, ¶ 56.):

- 3 a. Released Parties. “Released Parties” means: Defendant and its current and former
4 parents, predecessors or successors, holding companies, affiliated companies, or
5 entities (including, but not limited to, each of their respective owners,
6 shareholders, members, partners, officers, directors, managers, employees, and
7 agents.) (*Id.* at ¶ 33)
- 8 b. Plaintiff’s Release. Upon the Effective Date and payment by Defendant to the
9 Settlement Administrator of the full amount of the Gross Settlement Amount and
10 Employer Taxes, and in consideration of the payments she will receive under the
11 settlement, Plaintiff will be deemed to have fully released and discharged the
12 Released Parties of and from all claims arising from her employment with
13 Defendant, separation of employment from Defendant, and any acts that have or
14 could have been asserted in any legal action or proceeding against Defendant,
15 whether known or unknown, arising under any federal, state, or local law, or
16 statute, including, inter alia, those arising under the California Labor Code, Fair
17 Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights
18 Act of 1964, Employee Retirement Income Security Act, National Labor Relations
19 Act, California Corporations Code, California Business and Professions Code,
20 California Fair Employment and Housing Act, California Constitution (all as
21 amended), and law of contract and tort, as well as for discrimination, harassment,
22 retaliation, wrongful termination, lost wages, benefits, other employment
23 compensation, emotional distress, medical expenses, other economic and non-
24 economic damages, attorney’s fees, and costs, arising on or before the date of
25 execution of the Settlement Agreement. With respect to those claims released by
26 Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all
27 rights and benefits available under California Civil Code section 1542, which
28 provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT

1 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
2 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
5 DEBTOR OR RELEASED PARTY. Plaintiff understands and agrees that claims
6 or facts in addition to or different from those which are now known or believed by
7 them to exist may hereafter be discovered. Plaintiff intends to settle fully and
8 release all claims she now has against the Released Parties, whether known or
9 unknown, suspected or unsuspected, upon the Effective Date and full funding of
10 the Gross Settlement Amount and Employer Taxes. Plaintiff further agrees that
11 she will not disparage Released Parties' products or services. Notwithstanding the
12 above, the general release by Plaintiff will not extend to claims for workers'
13 compensation benefits, claims for unemployment benefits, or other claims that may
14 not be released by law. (*Id.* at 55.)

- 15 c. "Released Class Claims" means any and all claims, known or unknown, contingent
16 or accrued, against every Released Party, that have been, or could have been,
17 asserted and that arise from the facts, matters, transactions or occurrences alleged
18 in the Action, including, without limiting the foregoing, claims for failure to pay
19 overtime; failure to pay minimum wages; failure to provide meal periods or
20 additional pay in lieu thereof; failure to provide rest breaks or additional pay in
21 lieu thereof; failure to timely pay wages upon separation; failure to timely pay
22 wages owed during employment; inaccurate itemized wage statements;
23 unreimbursed business expenses; failure to provide one day's rest in seven; failure
24 to maintain accurate payroll records; failure to provide notice of material terms of
25 employment; failure to provide paid sick leave and COVID supplement sick leave;
26 failure to provide reporting time pay; violations of California Labor Code §§ 96,
27 98.6, 200, 201, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 225.5, 226, 226.3,
28 226.7, 227.3, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2,

1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, the applicable California Wage Orders, and all related or corresponding federal laws; violation of California Business and Professions Code § 17200 et seq.; and claims under California Labor Code Section 2698 et seq.

d. “Released PAGA Claims” means any and all claims for civil penalties under PAGA, known or unknown, contingent or accrued, against every Released Party, that have been, or could have been, asserted and that arise from the facts, matters, transactions or occurrences alleged in the Action and/or Plaintiff’s PAGA Notice, including, without limiting the foregoing, claims for PAGA civil penalties based on claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to provide one day’s rest in seven; failure to maintain accurate payroll records; failure to provide notice of material terms of employment; failure to provide paid sick leave and COVID supplemental sick leave; failure to provide reporting time pay; violations of California Labor Code §§ 96, 98.6, 200, 201, 202, 203, 204, 210, 212, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2800, 2802, 2810.5, 6409.6, 6432, and the applicable California Wage Orders.

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

13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

1 14. Defendant is ordered to fully fund the Gross Settlement Amount (**1,198,209.80**) and
2 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
3 funds to the Administrator within 30 days of the date of this Final Approval Order and Judgment.

4 15. Within 14 days after Defendant funds the Gross Settlement Amount, the
5 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
6 the LWDA PAGA Payment, the Settlement Administration Costs, the Class Counsel Attorney's
7 Fees, the Class Counsel Litigation Costs, and the Class Representative Enhancement Award.

8 16. A total amount of \$80,000.00 shall be allocated as the "PAGA Penalties," payable
9 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
10 follows: 75% (**\$60,000.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$20,000.00**) to
11 Aggrieved Employees (the "Individual PAGA Payments").

12 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms
13 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
14 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
15 Employee, the Court approves and orders an enhancement award to Plaintiff in the amount of
16 **\$7,500.00** (the "Class Representative Enhancement Award"), payable from the Gross Settlement
17 Amount, for her role and service as the Class Representative, for the risks and work attendant to that
18 role, and for her general release of claims and waiver of section 1542 rights.

19 18. The Court confirms the appointment of Plaintiff's Counsel, Moon Law Group, PC, as
20 Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action
21 litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the
22 Administrator, and have adequately represented Class interests. The Court approves and orders the
23 payments to Class Counsel, payable from the Gross Settlement Amount, of **\$399,403.26** for
24 reasonable attorneys' fees ("Class Counsel Attorney's Fees"), and of **\$22,230.27**, for reimbursement
25 of out-of-pocket costs ("Class Counsel Litigation Costs"). The Court finds that these amounts are
26 reasonable considering the benefits provided to the Class.

27 19. The Court confirms the appointment of Phoenix Class Action Administration
28 Solutions as the Administrator, who has fulfilled its initial notice and reporting duties. The Court

1 approves and orders the payment to the Administrator of **\$35,000.00** (“Settlement Administration
2 Costs”), payable from the Gross Settlement Amount, for settlement administration.

3 20. The Court confirms the Net Settlement Amount of **\$654,076.27**, which is the Gross
4 Settlement amount less the following: \$7,500.00 for the Class Representative Enhancement Award,
5 \$35,000.00 for the Administration Expenses Payment, \$80,000.00 for the PAGA Penalties,
6 \$399,403.26 for the Class Counsel Attorney’s Fees, and \$22,230.27 for the Class Counsel Litigation
7 Costs.

8 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
9 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
10 transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of
11 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
12 check prior to the void date.

13 22. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
14 Order and Judgment will be given to the Class by the Administrator, who will post an electronic
15 copy on its website for no less than sixty (60) calendar days following entry thereof.

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

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

21 25. Following entry of this Final Approval Order and Judgment, and without affecting
22 the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will
23 retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing
24 the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
25 addressing such post-Judgment matters as are permitted by law.

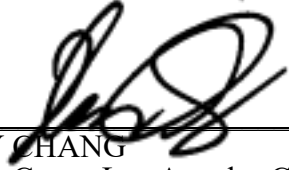
26 26. The Settlement is finally approved but is not an admission by Defendant of the
27 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
28 law. The Parties agree that neither the Settlement nor any related document shall be offered or

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

3 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
4 **September 23, 2026**, at _____ **a.m./p.m.** in **Department 36**. Class Counsel are ordered to file
5 a final report and declaration by the Administrator regarding settlement distribution no later than
6 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
7 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
8 Settlement are complete.

9 **IT IS SO ORDERED AND ADJUDGED**

10 DATE: 10/29/2025

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12 THE HON. WENDY CHANG
13 Judge of the Superior Court, Los Angeles County
14 Wendy Chang, Judge
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