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

HEATHER RAE WESOLEK, individually, and  
on behalf of others similarly situated,

Plaintiff,

vs.

MARTHA'S VILLAGE AND KITCHEN, INC., a  
California Corporation; and DOES 1 thru 10,  
inclusive,

Defendant.

Case No.: ~~CVRI2204171~~ CVRI2204171

[Hon. Harold W. Hopp, Dept. 1]

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

[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, and  
the Declarations of Kane Moon and Plaintiff  
in Support of Motion]

**FINAL APPROVAL HEARING:**

Date: January 15, 2025

Time: 9:00 a.m.

Dept.: 1

Action Filed: September 28, 2022

Trial Date: Not Set

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

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

3 On August 15, 2024, the Court entered an Order Granting Plaintiff's Unopposed Motion for  
4 Preliminary Approval of Class Action Settlement, conditional class certification, and approval of  
5 Class Notice, and setting a Final Approval Hearing (the "Preliminary Approval Order"), thereby  
6 preliminarily approving a settlement of the above-entitled action (the "Action") that was reached  
7 between Plaintiff Heather Wesolek ("Plaintiff") and Defendant Martha's Village and Kitchen, Inc.  
8 ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the Parties' Stipulation  
9 of Class and PAGA Action Settlement (the "Settlement Agreement"). The Settlement Agreement  
10 was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for  
11 Preliminary Approval of Class and PAGA Action Settlement that was filed on June 28, 2024 , and  
12 which, together with the exhibits referenced and annexed thereto, set forth the terms and conditions  
13 for settlement of the Action. The Court now has before it a Proposed Final Order and Judgment to  
14 finally approve the Settlement.

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

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

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

22 2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement,  
23 including a motion for payment of Class Counsel's Fees and Litigation Expenses, Class  
24 Representative Payment, Settlement Administration Expenses, and the PAGA Penalties Payments  
25 (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved  
26 as fair, reasonable, and adequate as to Class Members, came before Department 1 of this Court, the  
27 Honorable Harold W. Hopp presiding, on January 15, 2025.

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

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

12         4.       The Court certifies, for settlement purposes only, the following Class (the “Settlement  
13 Class”): All persons who are employed or have been employed by Defendant in California as hourly  
14 non-exempt employees during the Class Period. The “Class Period” refers to September 28, 2018  
15 through May 5, 2024. Excluded from the Settlement Class are all persons who submitted a timely  
16 and valid Exclusion Form.

17         5.       The deadline to request exclusion from or to submit written objections to the  
18 Settlement was November 25, 2024. There were only two valid and timely Exclusion Forms received,  
19 and accordingly those two individuals are excluded from the Settlement Class. The names of the opt-  
20 outs are Sonia Bracamonte and Virginia Jimenez.

21         6.       All other Class Members who did not timely request exclusion from the Settlement  
22 Class had an opportunity to object to the Settlement Agreement. No timely or valid written objections  
23 were received.

24         7.       The Court-approved Notice of Class and PAGA Action Settlement Affecting Your  
25 Rights (the “Class Notice”), which was attached to the Preliminary Approval Order as Exhibit A and  
26 provided to the Class pursuant to the plan for distribution described under the Settlement Agreement,  
27 conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted the  
28 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.

8. A full opportunity has been afforded to Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that all Class Members who did not request exclusion from the Settlement (“Participating Class Members”) are bound by this Final Order and Judgment.

9. Release of Claims:

1. Plaintiff’s Released Claims. Plaintiff, on behalf of herself, hereby fully and finally releases and discharges Defendant, together with its officers, directors, employees and agents (together, “Releasees” or “Released Parties”), as well as Defendant’s parent entities, affiliates, subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint., including: (1) claims for failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to reimburse employees for business expenses; (6) failure to timely pay final wages at the time of termination/end of employment; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; (9) claims for penalties under the Private Attorney General Act for violation of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, or any applicable Wage Order (“Released Claims”), and from any and all other claims, charges,

1 complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of  
2 action, penalties, wages, obligations, debts, expenses, damages, attorneys' fees, costs,  
3 judgments, orders, and liabilities of whatever kind or nature in law, equity, or otherwise,  
4 known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may hereafter  
5 claim to have against the Released Parties arising out of, or relating in any way to, the  
6 Plaintiff's hiring by, employment with, separation of employment with, or any other  
7 transactions, occurrences, acts or omissions or any loss, damage or injury whatsoever,  
8 known or unknown, suspected or unsuspected, resulting from any act or omission by or on  
9 the part of any Released Party, arising or accruing from the beginning of time up through  
10 the Final Approval Order Date. These released claims by Plaintiff include, but are not  
11 limited to, claims arising from or dependent on the California Labor Code; the Wage Orders  
12 of the California Industrial Welfare Commission; California Business and Professions  
13 Code section 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't  
14 Code § 12900 et seq.; the California Healthy Workplaces, Healthy Families Act, Cal. Labor  
15 Code § 245 et seq., the California common law of contract and tort; Title VII of the Civil  
16 Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the  
17 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair  
18 Labor Standards Act, 29 U.S.C. § 201 et seq., the Portal to Portal Act, 29 U.S.C. § 251 et  
19 seq., and the Families First Coronavirus Response Act. Plaintiff expressly waives and  
20 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Code  
21 of Civil Procedure, which reads: A general release does not extend to claims that the creditor  
22 or releasing party does not know or suspect to exist in his or her favor at the time of executing  
23 the release and that, if known by him or her, would have materially affected his or her  
24 settlement with the debtor or released party. Plaintiff further warrants that she understands  
25 that Section 1542 gives her the right not to release existing claims of which she is not now  
26 aware unless she voluntarily chooses to waive this right. Having been so apprised, Plaintiff  
27 shall nevertheless voluntarily waive the rights described in Section 1542 and elects to  
28 assume all risks and to release the claims set forth herein, that now exist in her favor,

whether known or unknown.

a. Released Class Claims by Participating Class Members. The Participating Class Members, on behalf of himself or herself and his or her heirs and assigns, hereby releases Releasees from the Released Claims (defined above) for the entire Class Period including all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint.

b. PAGA Released Claims. Plaintiff, in her individual capacity and on behalf of the State of California and the LWDA, shall completely release and discharge the Defendant named in the Complaint, together with its officers, directors, employees, and agents, from all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's PAGA letter to the LWDA ("PAGA Released Claims"). Plaintiff shall be deemed to have, and by operation of the court's Approval Order and Judgment shall have, released the Defendant and any Releasees, from any claim for civil penalties arising out of the PAGA Released Claims. Plaintiff does not release any Aggrieved Employee's claim for wages, statutory penalties, or damages.

c. Effective Date of Releases. Upon the Final Approval of the Settlement by the Superior Court, and only after Defendant fully funds the Gross Settlement Amount and Employer's Payroll Taxes.

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

11. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Shares and Individual PAGA Shares to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. The Court thus authorizes the Settlement Administrator to pay settlement allocations in accordance with the terms of the Settlement Agreement. Within fifteen (15) business days of the Effective Date, Defendant shall pay into the the Settlement Administratos' settlement account the full funds owing under this Final Approval Order, including Defendant's employer's share of payroll taxes. Payments

1 to Class Members shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14)  
2 calendar days of Defendant fully funding the QSF.

3 12. Any envelope transmitting a settlement distribution to a Class Member shall bear the  
4 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any settlement  
5 distribution check shall be negotiable for at least 90 days but not more than 180 days from the date  
6 of mailing. The Settlement Administrator shall mail a reminder postcard to any Class Member whose  
7 settlement distribution check has not been negotiated within 60 days after the date of mailing. If any  
8 of the Class Members are current employees of Defendant and those Class Members' mailed  
9 distribution is returned to the Settlement Administrator as being undeliverable, and if the Settlement  
10 Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange  
11 with Defendant to have those distributions delivered to those Class Members at their place of  
12 employment.

13 13. A total amount of \$15,000.00 shall be allocated, from the Gross Settlement Amount,  
14 to resolution of claims under the Private Attorneys General Act of 2004 ("PAGA") and distributed  
15 as follows: 25% (\$3,750.00) to Aggrieved Employees and 75% (\$11,250.00) to the LWDA. The  
16 LWDA's claims for the PAGA Released Claims are hereby extinguished.

17 14. The Court confirms the appointment of Plaintiff as the Class Representative, for  
18 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive under the  
19 Settlement Agreement as a Class Member, the Court approves and orders a service payment in the  
20 amount of \$5,000.00 from the Gross Settlement Amount to Plaintiff for her role and service as the  
21 Class Representative, for the risks and work attendant to that role, and for her general release of  
22 claims, both known and unknown, and waiver of section 1542 rights.

23 15. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for  
24 settlement purposes only, as they are experienced in wage and hour class action litigation, have no  
25 apparent conflicts of interest with Plaintiff or other Class Members, and have adequately represented  
26 Class interests. The Court approves and orders the payment to Class Counsel from the Gross  
27 Settlement Amount for reasonable attorneys' fees, not to exceed one third of the Gross Settlement  
28 Amount, as follows: \$50,000.00 to Moon Law Group, PC. Additionally, the Court approves and

1 orders the payment to Class Counsel from the Gross Settlement Amount for reimbursement of  
2 litigation costs actually incurred, not to exceed \$25,000.00, as follows: \$22,433.48 to Moon Law  
3 Group, PC. The Court finds that the fees and costs amounts are reasonable considering the benefits  
4 provided to the Class.

5 16. The Court confirms the appointment of ILYM Group, Inc. as the Settlement  
6 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders  
7 the payment of \$7,950.00 from the Gross Settlement Amount to the Settlement Administrator ILYM  
8 Group, Inc. for the costs of settlement administration.

9 17. In accordance with California Rule of Court 3.771(b), notice of this Final Order and  
10 Judgment will be given to the Class by the Settlement Administrator, who will post a copy of this  
11 Final Order and Judgment on a website maintained by the Settlement Administrator, the address of  
12 which was provided to Class Members in the Class Notice, for a period from seven (7) calendar  
13 days after entry to thirty (30) days following the one hundred and eighty (180) check-cashing  
14 deadline.

15 18. This Final Order and Judgment is intended to be a final disposition of the Action in  
16 its entirety and is intended to be immediately appealable.

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

20 20. Following entry of this Final Order and Judgment, and without affecting the finality  
21 thereof, the Court shall retain continuing jurisdiction over the Action and the Settlement solely for  
22 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)  
23 addressing such post-Judgment matters may be appropriate under court rules or applicable law.

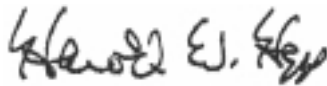
24 21. The Settlement Agreement is finally approved but is not an admission by Defendant  
25 of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation  
26 of law. Neither the Settlement Agreement nor any related document shall be offered or received in  
27 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings  
28 as may be necessary to consummate or enforce the Settlement.



1  
2 22. The Court sets a Non-Appearance Case Review Hearing re: Distribution on January  
3 15, 2026 at 8:30 a.m. in Department 1. Class Counsel are ordered to file a final report and  
4 declaration by the Settlement Administrator regarding settlement distribution no later than January  
5 8, 2026. No appearance is required at the Case Review if the Settlement Administrator's declaration  
6 filed prior to the hearing reports that all the distributions under the Settlement Agreement are  
7 complete.

8 **IT IS SO ORDERED.**

9 DATE: February 4, 2025

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