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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 19 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

MIRIAM MORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BEACON DAY SCHOOL, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 30-2022-01296662-CU-OE-CXC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz, Dept. CX-103]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
FINAL JUDGMENT**

Date: February 7, 2025

Time: 1:30 p.m.

Dept.: CX-103

Complaint Filed: December 14, 2022

Trial Date: None Set

1 **PROPOSED** ORDER AND JUDGMENT

2 The Motion of Plaintiff Miriam Moreno ("Plaintiff") for Final Approval of Class Action
3 and PAGA Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
4 Payment ("Final Approval Motion") came regularly for hearing before this Court on February 7,
5 2025, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's earlier Order
6 Granting Preliminary Approval of Class Action and PAGA Action Settlement ("Preliminary
7 Approval Order"). Having considered the parties' Stipulation of Settlement (the "Settlement
8 Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of Matthew K. Moen in
9 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action
10 Settlement (ROA #67), and the documents and evidence presented in support thereof, and
11 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
12 prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the
13 Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and
14 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
15 cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and
16 hereby ORDERS the following:

17 1. Final judgment is hereby entered in conformity with the Settlement Agreement
18 and this Final Approval Order.

19 2. The conditional class certification is hereby made final, and the Court thus
20 certifies, for purposes of the Settlement, the following Settlement Class:

21 All current and former non-exempt employees who worked for Defendant
22 Beacon Day School, Inc. in California between December 14, 2018 and
23 February 24, 2024 (the "Settlement Class Period").

24 3. Plaintiff Miriam Moreno is hereby confirmed as the Class Representative. Paul K.
25 Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC are hereby
26 confirmed as Class Counsel.

27 4. Notice was provided to Settlement Class members as set forth in the Settlement,
28 which was approved by the Court on October 3, 2024, and the notice process has been completed

1 in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds
2 that said notice was the best notice practicable under the circumstances. The Class Notice
3 provided due and adequate notice of the proceedings and matters set forth therein, informed
4 Settlement Class members of their rights, and fully satisfied the requirements of California Code
5 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 5. The Court finds that no Settlement Class member objected to the Settlement, that
7 no Settlement Class members opted out of the Settlement, and that the 100% participation rate in
8 the Settlement supports final approval.

9 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
10 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
11 terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
17 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
20 counsel for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, this Order
22 shall be considered final as of the date of entry.

23 9. The Court finds that the Individual Settlement Payments, as provided for in the
24 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
25 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

26 10. The Court orders that within sixty (60) calendar days after the Effective Date, as
27 that term is defined in the Settlement Agreement, Defendant Beacon Day School, Inc. shall
28

1 deposit the Maximum Settlement Amount of Two Hundred Fifty Thousand Dollars and Zero
2 Cents (\$250,000.00) with the Settlement Administrator, as provided for in the Settlement.

3 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 to
4 Plaintiff is appropriate for Plaintiff's risks undertaken and her substantial service to the Settlement
5 Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the
6 Settlement Administrator make this payment in conformity with the terms of the Settlement.

7 12. The Court finds that attorneys' fees in the amount of \$83,333.33 and litigation
8 costs of \$9,381.16 for Class Counsel are fair, reasonable, and adequate in light of the common
9 fund created by the Settlement, and orders that the Settlement Administrator distribute these
10 payments to Class Counsel in conformity with the terms of the Settlement.

11 13. The Court orders that the Settlement Administrator shall be paid \$8,750.00 from
12 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
13 work done and to be done until the completion of this matter and finds that sum appropriate.

14 14. The Court finds that the payment to the California Labor & Workforce
15 Development Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of
16 Plaintiff's representative claim under the Private Attorney Generals Act, Labor Code § 2698, *et*
17 *seq.* ("PAGA"), is fair, reasonable, and adequate, and orders the Settlement Administrator to
18 distribute this payment to the LWDA in conformity with the terms of the Settlement.

19 15. This Court orders that any settlement checks shall be negotiable for 180 calendar
20 days from the date of issuance of the check, and that any settlement checks that remain uncashed
21 after 180 days after they are mailed shall be distributed to the Controller of the State of California
22 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
23 name of the Settlement Class member to whom the check was issued.

24 16. Upon entry of final judgment, Plaintiff and each Settlement Class member who
25 has not timely opted-out of the settlement, shall fully release and discharge Defendant and all of
26 its present and former parent companies, subsidiaries, divisions, related or affiliated companies,
27 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns
28 (collectively, the "Released Parties") from liability for all claims based on the factual allegations

1 set forth in the operative First Amended Complaint in the Action or Plaintiff's December 14, 2022
2 PAGA Notice Letter to the LWDA, or which could have been pled in the operative First Amended
3 Complaint in the Action based on the factual allegations therein, that arose during the Class
4 Period, including: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii)
5 failure to provide all lawful meal periods; (iv) failure to authorize and permit all lawful rest
6 periods; (v) failure to reimburse necessary business expenses; (vi) failure to issue accurate
7 itemized wage statements; (vii) failure to timely pay all final wages due upon separation from
8 employment; and (viii) all claims for unfair business practices that could have been premised on
9 the facts, claims, causes of action or legal theories of relief pled in the operative First Amended
10 Complaint in the Action ("Released Claims"). This release shall run from December 14, 2018
11 through February 24, 2024.

12 17. In addition, all Settlement Class members who worked for Defendant in California
13 at any point from December 14, 2021 through February 24, 2024 (the "PAGA Period"), regardless
14 of whether they submitted a timely Request for Exclusion Form from the Settlement, shall be
15 deemed to have released and discharged Defendant from all PAGA claims that are based on the
16 Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff's
17 December 14, 2022 PAGA Notice Letter to the LWDA, or which could have been pled in the
18 operative First Amended Complaint in the Action based on the factual allegations therein, that
19 arose during the PAGA Period ("PAGA Released Claims"). This release shall run from December
20 14, 2021 through February 24, 2024.

21 18. This document shall constitute a Final Judgment against Defendant pursuant to
22 California Rule of Court 3.769(h), which provides, "If the court approves the settlement
23 agreement after the final approval hearing, the court must make and enter judgment. The judgment
24 must include a provision for the retention of the court's jurisdiction over the parties to enforce the
25 terms of the judgment. The court may not enter an order dismissing the action at the same time
26 as, or after, entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the
27 Final Approval Order, and this Judgment pursuant to California Code of Civil Procedure Section
28 664.6 and California Rule of Court 3.769(h).

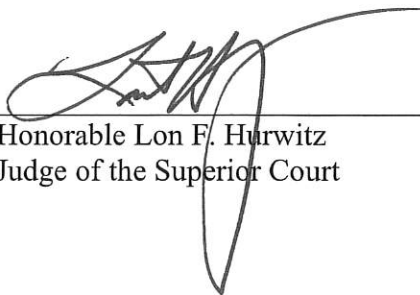
1 19. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
2 Final Approval Order and Final Judgment be posted on the Settlement Administrator's website
3 for at least 30 days from the date of Final Judgment for the Settlement Class members, in
4 accordance with the terms of the Settlement.

5 20. Plaintiff shall file a Final Accounting Report on or before October 31, 2025. A
6 Final Accounting Hearing is set for November 14, 2025 at 1:30 p.m. in Department CX-103 of
7 this Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701.

8 **IT IS SO ORDERED.**

9 **FEB 19 2025**

10 Dated: _____



Honorable Lon F. Hurwitz
Judge of the Superior Court