

FILED
Clerk of the Superior Court

JAN 17 2025

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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JOHNATHAN SATELE, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

KSARIA SERVICE CORPORATION; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 37-2023-00002198-CU-OE-CTL

[Case Assigned for All Purposes to Hon.
Gregory W. Pollack in Dept. C-71]

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

Date: January 17, 2025
Time: 9:30 AM
Dept.: C-71

Complaint Filed: January 17, 2023
FAC Filed: March 24, 2023
Trial Date: None Set

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

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

2 The above captioned Action is a class and PAGA action lawsuit brought by Plaintiff
3 Johnathan Satele ("Class Representative" or "Plaintiff") against Defendant KSARIA SERVICE
4 CORPORATION ("Defendant"). The Motion for Final Approval of Class Action Settlement came
5 before this Court, on January 17, 2025.

6 **WHEREAS**, Judge Gregory W. Pollack granted preliminary approval of the Class Action
7 and PAGA Settlement Agreement ("Agreement"), attached to the concurrently-filed Declaration
8 of Liane Katzenstein Ly as Exhibit "1", on August 16, 2024.

9 **WHEREAS**, Plaintiff Johnathan Satele has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff's Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys' Fees and Costs; the Declarations of Liane
15 Katzenstein Ly, William Zev Abramson, Johnathan Satele; and Makenna Snow of ILYM Group,
16 Inc. ; and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

1 administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Class Members which, as to the Agreement and all related matters,
8 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
9 the Class Members; and (iii) in negotiating, entering into and implementing the Agreement,
10 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
11 of the Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Agreement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Class is hereby made final. The Class is defined as: "means all individuals
21 who have worked for Defendant in California as non-exempt employees during the Class Period,
22 excluding those individuals who have entered agreements releasing the claims alleged by
23 Plaintiff." ("Class").

24 10. The Class Period is from January 17, 2019, through January 6, 2024.

25 11. The Allegedly Aggrieved Employees are hereby made final. The Allegedly
26 Aggrieved Employees are defined as: "all individuals who worked for Defendant in California as
27 non-exempt employees during the PAGA Period". ("Allegedly Aggrieved Employees").

28 12. The PAGA Period is from January 17, 2022, to through January 6, 2024.

1 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
3 the Agreement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
5 wrongdoing on the part of Defendant.

6 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
7 Member shall fully release and discharge the Released Parties pursuant to the following release
8 and expressly waive and relinquish any and all claims, rights or benefits that they may have under
9 California Civil Code § 1542, which provides:

10 “All Participating Class Members, on behalf of themselves and their
11 respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, release and discharge
13 Released Parties from all claims, demands, rights, liabilities and
14 causes of action that have been pled in the Complaints in the Action
15 as well as all claims, demands, rights, liabilities and causes of action
16 that could have been alleged based on the facts that have been
17 alleged in the Complaints in the Action, that arose during the Class
18 Period defined above with respect to (a) the alleged failure to
19 reimburse necessary business expenses; the alleged requirement that
20 employees agree to any term or condition known to be prohibited by
21 law; and the alleged entry into a noncompetition agreement that is
22 purportedly void; (b) any right or claim for unfair business practices
23 in violation of California Business and Professions Code section
24 17200 et seq., based on the alleged failures set forth above; and (c)
25 any violation of the California Labor Code or other state or federal
26 statute, rule or regulation that could have been asserted in this
27 Action based on the facts, claims, causes of action or legal theories
28 described above, including alleged violations of California Labor
Code sections 2802 and 432.5 and alleged violations of Business
and Professions Code section 16600 et seq., any and all
corresponding claims that could have been brought under the Fair
Labor Standards Act (“FLSA”), 29 U.S.C. section 201, et seq. based
on the facts, claims, causes of action or legal theories described
above and in accordance with *Rangel v. PLS Check Cashers of Cal.,
Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out
release of California state law claims was res judicata against FLSA
claims “which were direct federal law counterparts to the state law
claims settled”); accord *Richardson v. Wells Fargo Bank, N.A.*, 839
F.3d 442, 451–52 (5th Cir. 2016) (plaintiff who became party to the
opt-out Rule 23 settlement was bound by all settlement terms,
including release of FLSA claims). Per the requirements of FLSA,
the release of FLSA claims shall apply only to those Class Members
who cash their check under this Settlement. Except as set forth in
Paragraph 5.3 of this Agreement, Participating Class Members do
not release any other claims, including claims for vested benefits,
wrongful termination, violation of the Fair Employment and

Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period."

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Allegedly Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release:

"All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under PAGA as asserted in the Complaints in the Action and/or the PAGA Notice sent to the LWDA dated January 17, 2023 (case no. LWDA-CM-929827-23) that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories as well as all claims, demands, rights, liabilities and causes of action under PAGA that could have been alleged based on the facts that have been alleged in the Complaints in the Action and the PAGA Notice referenced herein. (Ex. 1 at ¶5.3.)."

16. Plaintiff and all Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

17. The Agreement provides that the Gross Settlement Amount seventy thousand dollars and zero cents (\$70,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms

1 Kingsley Szamet & Ly and Abramson Labor Group as Class Counsel in the Action.

2 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
3 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
4 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$23,333.33 shall
5 be paid for attorney fees and \$7,437.95 shall be paid for litigation costs.

6 21. The unopposed application of Class Counsel for an enhancement payment to
7 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
8 Enhancement Payment shall be allocated to Class Representative Johnathan Satele.

9 22. The unopposed application of Class Counsel for claims administration fees to
10 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$10,000.00 shall be paid
11 for settlement administration fees.

12 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
13 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

14 24. The Court approves the PAGA Penalties in the amount of \$7,500.00. The Court
15 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
16 Agency ("LWDA") in the amount of \$5,625.00. The Court further directs that the remaining 25%
17 of the PAGA Penalties, in the amount of \$1,875.00 shall be allocated to the Net Settlement Amount
18 for distribution to the Class Members.

19 25. If a Class Member does not cash his or her settlement check by the void date, the
20 uncashed funds shall be transmitted by the Administrator to the State of California Office of the
21 Controller in the name of the class member who did not cash his or her Individual Class Payment
22 check.

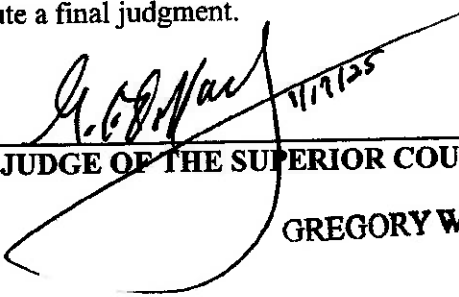
23 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
24 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

25 27. The Court hereby grants and authorizes the Parties, without further approval from
26 the Court, to agree to and to adopt such amendments, modifications and expansions of this
27 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
28 do not limit the rights of Class Members under the Stipulation.

1 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
2 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
3 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
4 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
5 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
6 Settlement. Any disputes or controversies arising with respect to the interpretation,
7 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
8 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
9 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

10 29. This Final Order shall constitute a final judgment.

11
12 DATED: _____


JUDGE OF THE SUPERIOR COURT

GREGORY W. POLLACK

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On December 9, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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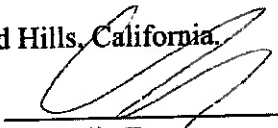
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 9, 2024, at Woodland Hills, California.


Michelle Tanzer