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Attorneys for Plaintiff Pierre Redmond

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/18/2025 2:44 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By R. Lozano, Deputy Clerk

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

PIERRE REDMOND, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FISHER TANK COMPANY, a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV06591

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on July 15, 2025 the Court entered an Order Granting
3 Motion for Final Approval of Class and PAGA Action Settlement and a Judgment.

4 A copy of the Court's order and judgment are attached hereto as Exhibit A and Exhibit
5 B, respectively.

6
7 Dated: July 18, 2025

YOON LAW, APC

8
9 /s/ Kenneth H. Yoon

10 Kenneth H. Yoon
11 Attorneys for Plaintiff Pierre Redmond
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EXHIBIT A

KENNETH H. YOON (State Bar No. 198443)
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Attorneys for Plaintiff Pierre Redmond

FILED
Superior Court of California
County of Los Angeles
07/15/2025
David W. Saylor, Executive Officer/Clerk of Court
By: L. McGreene Deputy

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

PIERRE REDMOND, as an individual and on
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Plaintiff,

v.

FISHER TANK COMPANY, a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV06591

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

**[PROPOSED] ORDER GRANTING
PLAINTIFF PIERRE REDMOND'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: July 15, 2025
Time: 10:30 a.m.
Place: Department 12

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WHEREAS, the Court has received and reviewed the Class Action and PAGA Settlement Agreement (the “Settlement”) entered into between the Class Representative and Defendant Fisher Tank Company (“Defendant”), and has considered the terms of the proposed Settlement set forth therein;

WHEREAS, on February 13, 2025, the Court entered its Order preliminarily approving the Settlement of this class action, approving the form and method of notice, and setting a date and time for a final approval and hearing to consider whether the Settlement should be finally approved by the Court pursuant to California Code of Civil Procedure Section 382 as fair, adequate, and reasonable (the “Preliminary Approval Order”);

WHEREAS, the Court has received the declaration of Apex Class Action, LLC, the Settlement Administrator, attesting to the mailing of the Notice Packet in accordance with the Preliminary Approval Order;

WHEREAS, there have been 0 Objections regarding the Settlement;

WHEREAS, there have been 0 opt-outs from the Class; and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 1

(including Class Representative) and Defendant to enforce the terms of the Judgment.

2. In accordance with California Code of Civil Procedure Section 382, California Rule of Court 3.769 and the requirements of due process, the Class has been given proper and adequate notice of the Settlement. Based upon the evidence submitted by the parties, the Settlement Agreement, the arguments of counsel, and all the files, records and proceedings in this case, the Court finds that the Class Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise the Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the final approval hearing; (c) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of California Code of Civil Procedure Section 382, California Rule of Court 3.769, and any other applicable law.

3. The Settlement in this action warrants final approval pursuant to California Code of Civil Procedure Section 382 and Labor Code section 2699(s)(2) because it is fair, adequate, and reasonable to those it affects, and resulted from vigorously contested litigation, substantial discovery, motion practice, and extensive good-faith arm's length negotiations between the parties, and is in the public interest considering the following factors:

- (a) the strength of the Plaintiff's case;
- (b) the risk, expense, complexity and likely duration of further litigation;
- (c) the risk of maintaining class action status throughout the trial;
- (d) the amount offered in settlement;
- (e) the extent of discovery completed, and the stage of the proceedings;
- (f) the experience and views of counsel; and
- (g) the reaction of the class members to the proposed settlement.

Clark v. Am. Residential Servs. LLC, 175 Cal. App. 4th 785, 799 (2009). Settlements that follow sufficient discovery and genuine arm's length negotiation are presumed fair. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996), *as modified* (Sept. 30, 1996). The Court finds the Settlement is entitled to a presumption of fairness.

1 4. The Final Approval Motion is hereby GRANTED, and the Settlement is hereby
2 APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the Settlement
3 Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of the
4 Class Members. The Parties are directed to consummate the Settlement in accordance with its terms.

5 5. The Court APPROVES the funding of the Settlement in accordance with its terms.

6 6. The Court APPROVES payment of the requested Class Representative Service
7 Payment in the amount of ~~\$15,000.00~~ ^{\$10,000.00} in accordance with the terms of the Settlement.

8 7. The Court APPROVES payment of attorneys' fees in the amount of ~~\$68,250.00~~ ^{\$65,000.00} and
9 costs in the amount of \$13,904.27 to Class Counsel in accordance with the terms of the Settlement
10 Agreement.

11 8. The Court APPROVES payment of costs to the Administrator for Settlement
12 Administration Costs in the amount of \$4,000.00 in accordance with the terms of the Settlement
13 Agreement.

14 9. The Court finds that Plaintiff has satisfied the prerequisites under California Labor
15 Code § 2699.3(a), including and not limited to providing the California Labor and Workforce
16 Development Agency ("LWDA") and the employer notice of the specific provisions of the Labor
17 Code alleged to have been violated, including and not limited to, the facts and theories to support the
18 alleged violation. Furthermore, the Court finds that the LWDA was provided notice of the wage, hour,
19 and payroll practices and facts that were alleged in the Complaint, including inter alia, by way of
20 written correspondence on March 24, 2023.

21 10. The "Aggrieved Employees" covered under the Settlement consist of the following
22 individuals: all non-exempt employees of Defendant who worked in California and whose
23 employment with Defendant terminated during the PAGA Period, and who were not paid all wages on
24 termination of employment, or in the case of voluntary separation without notice, within 72 hours
25 thereof.

26 11. The Court has considered the Settlement, and the monetary allocations provided
27 thereby and finds that they are fair, just, reasonable, and adequate with respect to Aggrieved
28 Employees.

1 12. Pursuant to California Labor Code section 2699(s), the Court has reviewed the
2 \$5,600.00 sum allocated for payment of penalties under PAGA (“PAGA Penalties”), determined that
3 the PAGA Penalties is fair, just, reasonable, and adequate, and hereby approves the PAGA Penalties.
4 Defendants shall pay seventy-five (75%) of the PAGA Penalties to the LWDA (“LWDA PAGA
5 Payment”) in the amount of \$4,200.00, and shall pay twenty-five percent (25%) of the PAGA
6 Penalties to the Aggrieved Employees in the amount of \$1,400.00, consistent with this Order and the
7 Agreement. Individual PAGA Payments from the employees 25% portion of the PAGA Penalties will
8 be calculated and apportioned based on the respective number of terminations or separations
9 experienced by the Aggrieved Employees during the PAGA Period.

10 13. The Court further finds that PAGA does not require that notice of the Settlement be
11 provided to the Aggrieved Employees, however, the Administrator is ordered to distribute payments to
12 Aggrieved Employees with a cover letter.

13 14. The allocation plan is hereby APPROVED as fair, adequate, and reasonable. The Net
14 Settlement Amount, as well as the Class Representative’s Service Payment, Settlement
15 Administrator’s costs, the PAGA allocation, and Court Approved Class Counsel’s attorneys’ fees and
16 litigation costs shall be distributed in accordance with the terms of the Settlement Agreement and any
17 further orders of this Court.

18 15. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
19 Administrator, and in consideration of the Net Settlement Amount, and for other good and valuable
20 consideration, all Participating Class Members who have not timely excluded themselves from this
21 Settlement pursuant to its terms, shall have fully, finally, and forever released, relinquished, and
22 discharged Defendant Fisher Tank and its past, present and/or future, direct and/or indirect, officers,
23 directors, members, managers, owners, employees, agents, representatives, attorneys, insurers,
24 reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, divisions,
25 predecessors, successors, assigns, affiliates, and joint venturers (“Released Parties”) of the Released
26 Class Claims in accordance with the terms of the Settlement, and as the term “Released Class Claims”
27 is defined in the Settlement.

28 16. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement

1 Administrator, all Aggrieved Employees, whether or not they have excluded themselves from this
2 Settlement, shall receive a PAGA settlement amount and will be deemed to have released the Released
3 Parties of the Released PAGA Claims in accordance with the terms of the Settlement, and as the term
4 “Released PAGA Claims” is defined in the Settlement.

5 17. The Released Class Claims are all claims, rights, demands, liabilities and causes of
6 action arising during the Class Period that are alleged or could have been alleged based on the facts set
7 forth in the Complaint and the First Amended Complaint in this action, including all claims for
8 violation of Labor Code §§ 201-203.

9 18. The Released PAGA Claims are all claims, rights, demands, liabilities and causes of
10 action arising during the PAGA Period that are alleged or could have been alleged based on the facts
11 set forth in the Complaint and the First Amended Complaint in this action and the PAGA Notice,
12 including all claims under the California Labor Code Private Attorneys General Act of 2004 for the
13 recovery of civil penalties, costs, attorneys’ fees, and expenses for violation of Labor Code sections
14 201, 202, 203, 216, and 225.5.

15 19. The Court hereby approves the procedure agreed to by the Parties regarding uncashed
16 settlement checks. Any funds for settlement checks that are not cashed within one-hundred eighty
17 (180) calendar days of issuance shall be transmitted by Administrator to the California State
18 Controller, along with the relevant identifying information of each applicable payee who failed to cash
19 a settlement check, to be held pursuant to California’s Unclaimed Property Law (“UPL”) (Cal Code
20 Civ. Proc. §§ 1500 *et seq.*)

21 20. Without affecting the finality of this Order in any way, this Court retains jurisdiction
22 over: (a) implementation of the Settlement and the terms of the Settlement; (b) distribution of the Net
23 Settlement Amount, the Class Representative’s Service Payment, the Administrator’s costs, and the
24 attorneys’ fees and costs amount, the PAGA Penalties; and (c) all other proceedings related to the
25 implementation, interpretation, administration, consummation, and enforcement of the terms of the
26 Settlement, and the administration of claims by Class Members.

27 21. Per California Rules of Court, Rule 3.771(b), the Settlement Administrator is directed
28 to post the final judgment, once entered, on its website.

22. This Court finds that there is no just reason for delay and expressly directs entry by the Clerk of the Court of Final Judgment.

IT IS SO ORDERED.

23. A Final Report of the Administrator is to be filed by Feb. 20, 2026. A non-appearance case review re the filing of the Final Report is set for Feb. 24, 2026.

Dated: _____

~~Hon. Carolyn B. Kuhl
Judge of the California Superior Court~~

07/15/2025



Cecelyn B Kuhl

Carolyn B. Kuhl / Judge

EXHIBIT B

KENNETH H. YOON (State Bar No. 198443)
STEPHANIE E. YASUDA (State Bar No. 265480)

YOON LAW, APC
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Attorneys for Plaintiff Pierre Redmond

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Superior Court of California
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By: L. McGreene Deputy

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FOR THE COUNTY OF LOS ANGELES**

PIERRE REDMOND, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

FISHER TANK COMPANY, a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV06591

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

~~PROPOSED~~ JUDGMENT

Date: July 15, 2025
Time: 10:30 a.m.
Place: Department 12

JUDGMENT

EXHIBIT B

1 **JUDGMENT**

2 1. The Court hereby enters final judgment in this Action in accordance with terms of the
3 Class Action and PAGA Settlement Agreement (the "Agreement"), order granting preliminary
4 approval of class action settlement ("Preliminary Approval Order"), and the final order approving
5 class action settlement ("Final Approval Order").

6 2. All capitalized terms and aliases not defined in this Judgment shall have the same
7 definitions or meanings identified in the Agreement, and which are hereby incorporated by
8 reference.

9 3. Upon full and final payment by Defendant Fisher Tank Company ("Defendant") of
10 the Gross Settlement Amount, consistent with the Agreement, (i) the Class Representative and each
11 Participating Class Member shall be deemed to have fully, finally, and forever released Defendant
12 and the Released Parties from all Released Class Claims, (ii) the Class Representative and each
13 Aggrieved Employee shall be deemed to have fully, finally, and forever released Defendant and the
14 Released Parties from the Released PAGA Claims, and (iii) Plaintiff shall additionally be deemed to
15 have fully, finally, and forever released Defendant and the Released Parties from the claims
16 specified in Plaintiff's Release (Agreement ¶ 5), excepting the right to enforce the terms of the
17 Agreement.

18 4. No persons have timely objected to or requested exclusion from the Settlement.

19 5. Without affecting the finality of the Final Approval Order and/or this Judgment,
20 pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
21 Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiff,
22 settling Participating Class Members, Aggrieved Employees, and Defendant for the purposes of
23 supervising the implementation and enforcement of the Settlement, the Preliminary Approval Order,
24 the Final Approval Order, and the Judgment.

25 Dated: 07/15/2025



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the California Superior Court

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**)
2)
3 **COUNTY OF LOS ANGELES**) **ss.**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
5 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California
6 91103.

7 On July 18, 2025, I served the following documents described as:

NOTICE OF ENTRY OF ORDER AND JUDGMENT

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
9 addressed as shown on the attached mailing list.

10 ☒ **(BY CASE ANYWHERE)**

11 Based on a court order to accept service by electronic means, I caused a true and correct copy of
12 the document(s) to be served electronically on counsel of record by transmission to Case
13 Anywhere.

14 ☐ **(BY PERSONAL SERVICE)**

15 By having copies personally delivered to the designated party(ies).

16 ☒ **(BY E-MAIL)**

17 Pursuant on a Court order or on an agreement by both parties to accept electronic service, I
18 transmitted the document(s) listed above to the persons at the e-mail addresses set forth below on
19 this date. I did not receive, within a reasonable time after the transmission, any electronic message
20 or other indication that the transmission was unsuccessful, confirming that the message and
21 documents reached the above email address(es).

22 ☐ **(BY MAIL)**

23 I am familiar with my employer's mail collection and processing practices; know that mail is
24 collected and deposited with the United States Postal Services on the same day it is deposited in
25 the interoffice mail; and know that postage thereon is fully prepaid.

26 ☐ **(BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)**

27 I am "readily familiar" with the firm's practice of collection and processing correspondence
28 for Federal Express delivery. Under that practice it would be deposited with the Federal
 Express Courier on that same day at Los Angeles, California in the ordinary course of
 business.

☒ **(State)** I declare under penalty of perjury that the above is true and correct.

☐ **(Federal)** I declare that I am employed in the office of a member the Bar of this Court at whose
 direction the service was made.

 Executed on July 18, 2025, at Pasadena, California.

/s/ Jae Choi

JAE CHOI

1 *Pierre Redmond v. Fisher Tank Company*
2 **Superior Court of California, County of Los Angeles, Case No. 23STCV06591**

3
4 **SERVICE LIST**

5 **Attorneys for Defendant Fisher Tank Company**

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