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7 individual on behalf of himself and on behalf of all
8 others similarly situated

Filed
September 18, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV412452
By: CRoman



9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**

11 KOANGWOO CHOI, as an individual on
12 behalf of himself and on behalf of all others
similarly situated,

13 Plaintiff,

14 vs.

15 ALLFO ONE KOREA, LLC, a California
16 Limited Liability Company; ALL FO
ONE KOREA CO., LTD., a corporation;
17 and DOES 1-100, inclusive,

18 Defendants.

Case No.: 23CV412452

**~~[PROPOSED]~~ ORDER AFTER HEARING
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTELMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT**

Date: September 16, 2026
Time: 1:30 p.m.
Dept. 8

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement, and Request for Attorney's Fees and Costs, and having
3 heard argument on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Joint Stipulation of Class Action Settlement and Release ("Settlement
7 Agreement"), attached as Exhibit 1 to the Declaration of Brandon Brouillette, filed on or about
8 April 1, 2025, is the product of arms-length negotiations between the parties and the terms of the
9 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
11 The Court orders the Parties to the Settlement Agreement to perform forthwith their respective
12 duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its
14 September 4, 2025 Order Granting Preliminary Approval of Class Action Settlement is hereby
15 certified under California Code of Civil Procedure Section 382 for purposes of settlement only.
16 The Settlement Class includes all non-exempt employees, including Plaintiff, who worked for
17 Defendants ALLFO One Korea LLC and ALL FO One Korea Co., Ltd. ("Defendants") during the
18 Class Period of March 14, 2019 to September 4, 2025. No Settlement Class Members opted out
19 of the Settlement. For purposes of PAGA, the PAGA Members include all non-exempt employees,
20 including Plaintiff, who worked for Defendants during the PAGA Period of March 28, 2022 to
21 September 4, 2025.

22 4. The Court adjudges that each Participating Class Member, together and
23 individually, on their behalf and on behalf of their respective heirs, executors, administrators,
24 agents, successors, assigns, representatives, and attorneys, shall fully and forever release and
25 discharge all of the Released Parties, or any of them, from all claims, rights, demands, liabilities,
26 and causes of action that were alleged, or reasonably could have been alleged, reasonably arising
27 from, or related to, the same set of operative facts as those set forth in the operative First Amended
28 Complaint during the Class Period, including but not limited to: (a) all claims for unpaid minimum

1 wages; (b) all claims for unpaid overtime; (c) all claims for meal and rest break violations; (d) all
2 claims for the failure to reimburse for necessary business expenses; (e) all claims for the failure
3 to timely pay wages upon termination; (f) all claims for wage statement violations; and (g) all
4 claims asserted through California Business & Professions Code §§ 17200, *et seq.*

5 5. The Court further adjudges that each PAGA Member, together and individually, on
6 their behalf and on behalf of their respective heirs, executors, administrators, agents, successors,
7 assigns, representatives, and attorneys, shall fully and forever release and discharge all of the
8 Released Parties, or any of them, from all claims for civil penalties under California Labor Code
9 §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts
10 alleged in Plaintiff's LWDA letter during the PAGA Period, or as were alleged in Plaintiff's
11 operative First Amended Complaint. The release of the Released PAGA Claims shall be effective
12 as to all PAGA Members, regardless of whether a PAGA Member submitted a request for an
13 exclusion from the Class

14 6. Under the Settlement Agreement, Defendants agree to pay the Gross Settlement
15 Amount (the "GSA") of \$200,000.00. The Settlement Administrator is ordered to distribute to the
16 participating Class Members their respective individual settlement payments from the Net
17 Settlement Amount (the "NSA") as provided in the Settlement Agreement. All settlement
18 distribution checks shall be negotiable for 180 calendar days from the date of issuance. Funds
19 attributable to uncashed checks that remain after the check void date shall be forwarded to the
20 East Bay Community Law Center, which is hereby approved by the Court as *cy pres* beneficiary.
21 No funds shall revert to Defendants.

22 7. The Court further orders that the Class Members be provided with notice of this
23 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
24 copy of this Order and Judgment on its website for a period of no less than sixty (60) days.

25 8. The fee claimed by Class Counsel Crosner Legal PC is reasonable, appropriate, and
26 the costs incurred by Class Counsel were reasonable and necessary for the successful prosecution
27 of the case. Accordingly, the Court approves Class Counsel's request for an award of attorney's
28 fees in the amount of \$66,666.66 and an award of costs and expenses in the amount of \$16,500.00.

1 Such amounts shall be paid as provided in the Settlement Agreement.

2 9. The request for an enhancement award to Plaintiff and Class Representative
3 Koangwoo Choi in the amount of \$10,000.00 is reasonable given the risks Plaintiff assumed and
4 the amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also
5 is within the range of reasonableness for such awards approved in other cases. Accordingly, the
6 Court approves the request for an enhancement payment of \$10,000.00 to Koangwoo Choi, and
7 the Settlement Administrator is ordered to make such payment consistent with the terms of the
8 Settlement Agreement.

9 10. The Court finds and determines the amount of \$12,000.00 for the PAGA Penalties
10 payment, including payment to the California Labor & Workforce Development Agency of
11 \$9,000.00, and payment of \$3,000.00 to the Aggrieved Employees, as their respective shares of
12 the civil penalties under the California Private Attorneys General Act, Labor Code Sections 2698,
13 *et seq.*, is fair, adequate, and reasonable. The Court hereby finally approves said payments and
14 orders the payments be made per the terms of the Settlement Agreement.

15 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
16 Settlement Administrators, shall be paid for its services from the GSA. As set forth in the
17 Declaration of Taylor Mitzner, the Settlement Administrator is owed \$9,500.00 for services
18 rendered and to be rendered in administering the settlement. The Court therefore orders that
19 Phoenix Settlement Administrators be paid the amount of \$9,500.00 from the GSA consistent with
20 the terms of the Settlement Agreement.

21 12. A Compliance Hearing is set for June 30, 2027, at 2:30 p.m., in Department 19 of
22 the Santa Clara County Superior Court. The parties are ordered to file a compliance report no later
23 than June 15, 2027. Plaintiff is further ordered to submit a [Proposed] Amended Judgment no later
24 than June 15, 2027.

25 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
26 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
27 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
28 contemplated becomes effective and each and every act agreed to be performed by the parties has

1 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
2 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
3 construction, and interpretation of the Settlement Agreement.

4 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
5 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
6 This Order is not a finding of the validity or invalidity of any claims in this action or a
7 determination of any wrongdoing by any party. The final approval of the Parties' settlement will
8 not constitute any opinion, position or determination of this Court as to the merits of the claims or
9 defenses of any party.

10 15. Judgment is hereby entered as follows: Plaintiff Koangwoo Choi, and the
11 Participating Class Members, including all non-exempt employees, including Plaintiff, who
12 worked for Defendants during the Class Period of March 14, 2019 to September 4, 2025, who
13 have not otherwise opted out, shall take nothing from Defendants except as set forth in the
14 Settlement Agreement. The Court shall retain jurisdiction over the Parties to interpret, implement
15 and enforce this Judgment.

16 **IT IS SO ORDERED AND AJDUDGED.**

17
18 September 17, 2026

19 Dated: _____


Hon. Frederick Chung

Judge of the Superior Court