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FILED

By Superior Court of California, County of San Mateo
ON 07/24/2025
By /s/ Correa, Haley
Deputy Clerk

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Attorneys for Plaintiffs Charlotte Gibson,
Andrew Altschuld, and Eden Knodel

7/22/2025
CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

CHARLOTTE GIBSON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CENTER FOR SOCIAL DYNAMICS, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: 23-CIV-00957

**AMENDED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION TO APPROVE SETTLEMENT
AGREEMENT AND RELEASE OF PAGA
CLAIMS PURSUANT TO LABOR CODE
SECTIONS 2698 *ET SEQ.***

Complaint filed: March 2, 2023
Trial date: Not set

*Filed with Notice and Motion to Approve
Settlement, Declaration of Kane Moon,
Declaration of Andrew Altschuld, and
Declaration of Eden Knodel*

**AMENDED [~~PROPOSED~~] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT TO
LABOR CODE SECTIONS 2698 *ET SEQ.***

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

2. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all PAGA Settlement Members;

4. The Court finds that Plaintiffs submitted the Settlement and Motion to Approve Settlement Agreement and Release of PAGA Claims to the California Labor Workforce Development Agency (“LWDA”) on December 2, 2024, thereby satisfying the administrative requirements for seeking approval of the Settlement;

5. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery conducted by Plaintiffs; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiffs' PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and

1 magnitude of the claims being settled, as well as the impediments to recovery, to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed;

3 6. Accordingly, the Settlement is hereby accepted and approved;

4 7. Plaintiffs and all PAGA Settlement Members shall have, by operation of this Final
5 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the Released
6 Parties from all Released Claims as follows:

7
8 **Plaintiff Gibson's, Altschuld's, and Knodel's Release:** Plaintiff Gibson,
9 Altschuld, and Knodel and their respective former and present spouses,
10 representatives, agents, attorneys (including PAGA Counsel), heirs,
11 administrators, successors, and assigns generally, release and discharge
12 Released Parties from all claims, transactions, or occurrences, including, but
13 not limited to all claims that were, or reasonably could have been, alleged,
14 based on the facts contained in the Operative Complaint and the PAGA Notices
15 ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or
16 actions to enforce this Agreement, or to any claims for vested benefits,
17 unemployment benefits, disability benefits, social security benefits, or workers'
18 compensation benefits that arose at any time. Gibson, Altschuld, and Knodel
19 acknowledge that they may discover facts or law different from, or in addition
20 to, the facts or law that they now know or believe to be true but agree,
21 nonetheless, that Plaintiffs' Release shall be and remain effective in all
22 respects, notwithstanding such different or additional facts or their discovery
23 of them.

24
25 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542:** For
26 purposes of Plaintiffs' Release, Gibson, Altschuld, and Knodel expressly waive
27 and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
California Civil Code.

28
29 **Defendants Waiver of Rights Under California Civil Code Section 1542:**
30 Defendants expressly waive and relinquish the provisions, rights, and benefits,
31 if any, of section 1542 of the California Civil Code.

32
33 **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to
34 release, on behalf of themselves and their respective former and present
35 representatives, agents, attorneys, heirs, administrators, successors, and
36 assigns, the Released Parties from all claims, for PAGA penalties that were
37 alleged, or reasonably could have been alleged, based on the PAGA Period facts
38 stated in the operative Second Amended Complaint, and the PAGA Notices.
This release shall apply to all claims arising at any point during the PAGA
Period.

1 **“Released Parties”** shall mean Defendants and their former, present, and future
2 owners, parents, and subsidiaries, and all of their current, former, and future
3 officers, directors, members, managers, employees, consultants, partners,
4 shareholders, joint venturers, agents, predecessors, successors, assigns,
5 accountants, insurers, reinsurers, and/or legal representatives.

6 8. This Judgment shall be binding on all PAGA Settlement Members and the State of
7 California, who are hereby barred by the doctrine of res judicata from re-litigating the Released
8 PAGA Claims that accrued during the PAGA Period.

9 9. In addition, Plaintiffs also release all claims, whether known or unknown, to the
10 fullest extent permitted by law, against the Released Parties and waives all rights under California
11 Civil Code section 1542, as set forth in the Settlement.

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

14 11. “PAGA Period” refers to the period of March 2, 2022, through September 30, 2024.

15 12. The Settlement is not an admission by Defendants as defined below, nor is this
16 Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither
17 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out
18 the Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
19 liability whatsoever by or against Defendants.

20 13. The Settlement Administrator will pay, pursuant to the terms of the Settlement:

- 21 a. Actual administration costs of up to \$14,750.00, payable to the Settlement
22 Administrator CPT Group, Inc. for the administration of the Settlement;
- 23 b. Attorneys’ fees to Plaintiffs’ Counsel in the amount of \$132,250.00 (25%);
- 24 c. Reimbursement for actual costs incurred by Plaintiffs’ Counsel in the amount of
25 \$24,438.27;
- 26 d. \$3,500.00 each to Plaintiffs Andrew Altschuld and Eden Knodel in recognition of
27 their effort and work in prosecuting this action on behalf of the Aggrieved
28 Employees, in settlement of their individual non-PAGA claims, and for their general
release of claims;

e. The remaining amount of the Gross Settlement Amount, which shall be allocated as set forth in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the PAGA Settlement Members on a pro-rata basis based on the proportional number of pay periods worked by each PAGA Settlement Member during the PAGA Period, as provided for in the Settlement.

14. The Court finds that these amounts and the distribution formula set forth in the Settlement is fair, adequate, and reasonable, and orders that payment be made to the LWDA and the PAGA Settlement Members per the terms of the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Settlement Member for their Individual Settlement Payment as needed.

15. PAGA Settlement Members shall have 180 calendar days to cash their settlement payment checks. If any PAGA Settlement Member's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendants, Defendants' counsel, Plaintiffs, nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to California State Controller's Office for Unclaimed Property in the name of each Aggrieved Employee who failed to cash their Individual PAGA Payment prior to the void date.

16. "Effective Date" refers to the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

17. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than twenty (20) calendar days after the Effective Date.

1 18. Within 10 days after Defendants fund the Gross Settlement Amount, the
2 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
3 the Administration Expenses Payment, PAGA Counsel's Fees Payment, the PAGA
4 Representative Enhancement Payments and PAGA Counsel's Litigation Costs Payment.

5 19. The Court hereby confirms Kane Moon, Enzo Nabiev, and Sandy Pham of Moon
6 Law Group, PC as PAGA Counsel.

7 20. The Court finds that the fees requested by Plaintiffs' Counsel of \$132,250.00 (25%)
8 of the total settlement amount is reasonable, and the costs requested of up to \$26,000.00 were
9 reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's
10 fees of \$132,250.00 and costs of \$24,438.27 to Plaintiffs' Counsel for their litigation costs. The
11 payment of fees and costs to Plaintiffs' Counsel shall be made in accordance with the terms of the
12 Settlement.

13 21. The Court approves CPT Group, Inc. as the Settlement Administrator.

14 22. The Court approves of the proposed letter attached to the Settlement as Exhibit A
15 as an Exhibit to be sent to PAGA Members along with their respective settlement check.

16 23. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within ten
17 calendar days after entry of the Order and Judgment.

18 24. Without affecting the finality of the Order and Judgment, this Court shall retain
19 jurisdiction, pursuant to California Code of Civil Procedure section 664.6, over this action, the
20 Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret, enforce,
21 and effectuate the terms and intent of the Settlement and this Order and Judgment.

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1 25. The Court sets a status conference re: final accounting for July 24, 2026 at 2 pm. At
2 least nine court days prior to the hearing, Plaintiffs shall submit a final report including the actual
3 amounts paid to aggrieved employees, the other amounts distributed under the settlement, and the
4 amounts tendered to the Unclaimed Property Division.

5
6 **IT IS SO ORDERED.**

Electronically

SIGNED

By /s/Finigan, Jeffrey

07/23/2025

7
8 DATE:

Hon. Jeffrey R. Finigan

Judge of the San Mateo County Superior Court

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11 The Court also incorporates herein by this reference its reasoning from the
12 7.18.25 hearing on the Motion to Approve this settlement as reflected in the Minute
13 Order for that hearing.

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017. On **July 22, 2025**, I served the foregoing document described as:

X by E-mailing ____ the original X a true copy to the following:

Attorneys for Defendant CENTER FOR SOCIAL DYNAMICS, LLC

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **July 22, 2025** at Los Angeles, California.

/s/ Jessica Partida
Signature