

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 JONATHAN MOORE, an individual, on
16 behalf of himself and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 BYER CALIFORNIA, a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO.: **CGC-23-605878**

PROOF OF SERVICE

Hearing Date: September 25, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn
Dept.: 302

Action Filed: April 17, 2023
Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on September 23, 2025, the Court entered the
3 Judgment and entered the Order Granting Final Approval in the above entitled action. A true and
4 correct copy of the Judgment is attached hereto as Exhibit #1. A true and correct copy of the Order
5 Granting Final Approval is attached hereto as Exhibit #2.

6 Respectfully submitted,

7
8 Dated: September 25, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I
4 am over the age of 18 and not a party to the within action. My business address is 2255
5 Calle Clara, La Jolla, California 92037.

6 On September 25, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendant
10 at the following confirmed e-mail address(es):

11 Ogletree, Deakins, Nash, Smoak & Stewart, PC

12 Douglas J Farmer

13 Paul Smith

14 Sean Choi

15 One Embarcadero Center, Suite 900

16 San Francisco, CA 94111

17 Email(s): douglas.farmer@ogletree.com; nancy.taylor@ogletreedeakins.com;
18 paul.smith@ogletree.com; brenda.johnson@ogletree.com; sean.choi@ogletree.com;
19 ellen.ekstrom@ogletree.com

20 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered
21 to the Labor Workforce Development Agency via online process at the PAGA Filing
22 website in accordance with the procedure imposed by the LWDA.

23 X (State): I declare under penalty of perjury under the laws of the State of California
24 that the above is true and correct. Executed on September 25, 2025, at La Jolla,
25 California.

26 By:

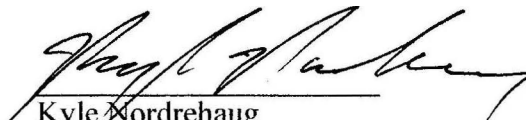
27 
28 Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

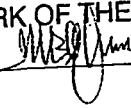
Facsimile: (858) 551-1232

Attorneys for Plaintiff

FILED
San Francisco County Superior Court

SEP 25 2025

CLERK OF THE COURT

BY:  Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

JONATHAN MOORE, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

BYER CALIFORNIA, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-23-605878


~~[PROPOSED]~~ FINAL JUDGMENT

Hearing Date: September 25, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn

Dept.: 302

Action Filed: April 17, 2023

Trial Date: Not set

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Class Action and PAGA Settlement Agreement (the
5 "Agreement") and the Order Granting Motion for Final Approval of Class Action Settlement
6 Plaintiff Jonathan Moore ("Plaintiff"), and all members of the Class, shall take nothing by their
7 complaint(s) in this Action.

8 2. The Court finds that in consideration of Plaintiff's awarded Class Representative
9 Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendant
10 Byer California ("Defendant") fully funds the Gross Settlement Amount and fund all employer
11 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff generally
12 release and discharge the Released Parties (as defined in the Agreement) from all claims,
13 transactions, or occurrences that occurred during the Class Period as fully set forth in the
14 Agreement.

15 3. The Court finds that in consideration for their Individual Class Payments, effective
16 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer
17 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
18 Members, on behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release Released Parties from the
20 Released Class Claims. The "Released Class Claims" are all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaint which
22 occurred during the Class Period during employment in a non-exempt position in California.
23 Except as expressly set forth in the Agreement, Participating Class Members do not release any
24 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers'
26 compensation, or claims based on facts occurring outside the Class Period.

27 4. The Court finds that in consideration for the approved PAGA Penalties payment,
28 effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all

1 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the LWDA
2 is deemed to release, on behalf of itself and their respective former and present representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the
4 Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that
5 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
6 Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in
7 a non-exempt position in California. The Released PAGA Claims do not include other PAGA
8 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
9 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
10 Period.

11 5. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
12 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of
13 Class Action Settlement, and this Judgment.

14 6. The Court enters final judgment in the Action in accordance with the Agreement
15 and the Order Granting Motion for Final Approval of Class Action Settlement. Without affecting
16 the finality of this judgment in any way, pursuant to California Code of Civil Procedure section
17 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration,
18 implementation, effectuation, and enforcement of this order and the Settlement.

19 7. Upon completion of administration of the settlement, the Settlement Administrator
20 will provide written certification of such completion to the Court and counsel for the parties. The
21 Court sets a compliance hearing date of 5/26/26th, at 9:00 (a.m.) p.m., and
22 the written certification of the Administrator shall be filed no later than fourteen (14) days before
23 this hearing.

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

25 Dated: Sept. 25, 2025 JMQ

26 Joseph M. Quinn
27 The Honorable Joseph M. Quinn
28 Judge of the Superior Court

EXHIBIT #2

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

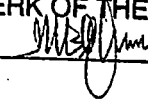
10 Attorneys for Plaintiff

FILED

San Francisco County Superior Court

SEP 25 2025

CLERK OF THE COURT

BY: 

Deputy Clerk

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 JONATHAN MOORE, an individual, on
16 behalf of himself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 BYER CALIFORNIA, a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No. **CGC-23-605878**


**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: September 25, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn

Dept.: 302

Action Filed: April 17, 2023

Trial Date: Not set

1 On September 25, 2025, a hearing was held on the motion of Plaintiff Jonathan Moore
2 (“Plaintiff”) for final approval of the Class Action and PAGA Settlement Agreement (the
3 “Agreement”) with Defendant Byer California (“Defendant”) and payments to the Plaintiff, Class
4 Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and
5 the Administrator.

6 The parties have submitted their Agreement, which this Court preliminarily approved by
7 its May 30, 2025, order (“Preliminary Approval Order”). In accordance with the Preliminary
8 Approval Order, Class Members have been given notice of the terms of the Agreement and the
9 opportunity to comment on or object to it or to exclude themselves from its provisions.

10 Having received and considered the Settlement, the supporting papers filed by the parties,
11 and the evidence and argument received by the Court at the hearing before it entered the
12 Preliminary Approval Order and the final approval hearing on September 25, 2025, the Court
13 grants final approval of the Settlement, and HEREBY ORDERS as follows:

14 1. The certification of the Class is confirmed for the sole and exclusive purpose of
15 entering a settlement in this matter:

16 All individuals who were employed by Defendant in California and
17 classified as non-exempt employees at any time during the Class Period.
The Class Period is April 17, 2019 to October 14, 2024.

18 2. The Administrator received one (1) valid request for exclusion from the Class. The
19 individual who timely submitted a valid request for exclusion is Oscar Hernandez.

20 3. The Court confirms the appointment of Plaintiff as the Class Representative, and
21 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP as Class Counsel for the Class.

23 4. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
24 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
25 Class Member by first-class mail. These papers informed Class Members of the terms of the
26 Settlement, their right to receive an Individual Class Payment, their right to comment on or object
27 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
28 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding

1 final approval of the Settlement. Adequate periods of time were provided by each of these
2 procedures to provide notice of their rights and time for Class Members to act with respect to these
3 rights. No Class Member objected to the Settlement as part of this notice process or stated an
4 intent to appear at the final approval hearing.

5 5. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the Class Notice provided in this case was the best notice practicable and it
9 satisfied the requirements of law and due process.

10 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the proposed Class, as defined in the definitions section of the Agreement and
12 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
13 that the Class is finally approved and certified as a class for purposes of the Settlement.

14 7. The Court further finds and determines that the Gross Settlement Amount of One
15 Million Five Hundred Thousand Dollars (\$1,500,000) and the terms of the Agreement are fair,
16 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
17 not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement
18 as all individuals who were employed by Defendant in California and classified as non-exempt
19 employees at any time during the PAGA Period which is March 2, 2022 to October 14, 2024) will
20 be subject to the release of the Released PAGA Claims as set forth in the Agreement, and will be
21 sent an Individual PAGA Payment, regardless of whether they opt-out of the Class portion of the
22 Settlement. The Settlement is ordered finally approved, and all terms and provisions of the
23 Settlement should be and hereby are ordered to be consummated.

24 8. The Court finds and determines that the Individual Class Payments to be paid to
25 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
26 Court hereby grants final approval to and orders the payment of those amounts to be made to the
27 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.
28

1 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
2 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
3 on the date the Plaintiff filed the motion seeking approval of the Settlement with the Court,
4 Plaintiff served the LWDA with the motion which included a copy of the Agreement. The Court
5 finds and determines that the notice of the Settlement complied with the statutory requirements of
6 PAGA.

7 10. The Court finds and determines that the resolution of the Released PAGA Claims
8 and the PAGA Penalties of Fifty Thousand Dollars (\$50,000), which includes payment to the
9 LWDA of \$37,500 as its share of the settlement of civil penalties and the allocation of \$12,500 as
10 Individual PAGA Payments to the Aggrieved Employees, is fair, reasonable, and appropriate. The
11 Court hereby grants approval of the resolution of the PAGA claims and orders that the PAGA
12 Penalties be paid out of the Gross Settlement Amount and distributed in accordance with the
13 Agreement.

14 11. The Court finds and determines that the fees and expenses of ILYM Group in
15 administrating the settlement, in the amount of \$11,950, are fair and reasonable. The Court hereby
16 grants final approval to such amount and orders that the payment of approximately that amount be
17 paid out of the Gross Settlement Amount in accordance with the Agreement.

18 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
19 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
20 and the risks he undertook, the Court hereby approves the payment of the Class Representative
21 Service Payment to Plaintiff in the amount of \$15,000. The Class Representative Service Payment
22 shall be paid from the Gross Settlement Amount.

23 13. Pursuant to the authorities and argument presented to the Court, the Court approves
24 the payment of attorneys' fees to Class Counsel in the sum of \$500,000, plus costs and expenses
25 in the amount of \$20,389.30. Said amount shall be paid from the Gross Settlement Amount.

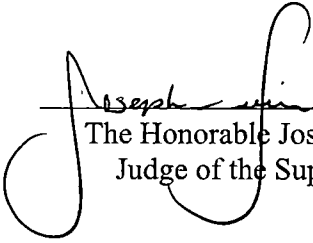
26 14. The parties are hereby ordered to comply with the terms of the Settlement.
27 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
28 fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator within

1 60 days of the Court granting Final Approval, 14 days after the Effective Date, or August 1, 2025,
2 whichever is later.

3 15. Without affecting the finality of this order in any way, pursuant to California Code
4 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
5 interpretation, administration, implementation, effectuation, and enforcement of this order and the
6 Settlement.

7 **IT IS SO ORDERED.**

8 Dated: ^{25 Jm} Sept. 28, 2025


The Honorable Joseph M. Quinn
Judge of the Superior Court