

1 Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
2 Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
3 Julie Sohyun Oh (SBN 341157)
E-mail: E-mail: joh@moonlawgroup.com
4 Jamie C. Osganian (SBN 357626)
E-mail: josganian@moonlawgroup.com
5 **MOON LAW GROUP, PC**
6 725 S. Figueroa Street, 31st Floor
7 Los Angeles, California 90017
8 Telephone: (213) 232-3128
Facsimile: (213) 232-3125

9 *Attorneys for Plaintiff*
Andrea Almanza Alfaro

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

13 ANDREA ALMANZA ALFARO, individually,
14 and on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 HOMEBOY INDUSTRIES, a limited liability
18 company; and DOES 1 through 10, inclusive

19 Defendants.
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FILED
Superior Court of California
County of Los Angeles

01/30/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 23STCV12856

CLASS AND REPRESENTATIVE ACTION

[Hon. Laura A. Seigle, Dept. 17]

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Lisa Pavlik, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: January 30, 2026

Time: 9:30 a.m.

Dept.: 17

Complaint filed: June 6, 2023

Trial date: Not set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

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

3 On March 17 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Andrea Almanza Alfaro ("Plaintiff") and Defendant
8 Homeboy Industries ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the
9 Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
10 Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's
11 Motion for Final Approval of Class Action and PAGA Settlement. The Court now has before it an
12 Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to
13 finally approve the Settlement.

14 Due and adequate notice having been given to Class Members, and the Court having reviewed
15 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action and PAGA
16 Settlement ("Motion for Final Approval"), the supporting declarations and exhibits thereto, all other
17 papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good
18 cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

19 1. The Court, for purposes of this Final Approval Order, refers to all terms and
20 definitions as set forth in the Settlement.

21 2. Plaintiff's Motion for Final Approval came before Department 17 of this Court, the
22 Honorable Laura A. Seigle presiding, on January 30, 2026.

23 3. The Court finds that the Settlement was made and entered into in good faith, the terms
24 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
25 investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of
26 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
27 meets the requirements for final approval. In so finding, the Court has considered all the evidence
28 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and

1 complexity of the claims presented; the likely duration of further litigation; the settlement amount
2 offered; the extent of investigation and discovery completed; and the experience and views of Class
3 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
4 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final
5 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

6 4. The Court certifies, for settlement purposes only, the following Class (the "Settlement
7 Class"): All current and former hourly-paid or non-exempt employees of Defendant in California
8 during the period from June 6, 2019 through March 17, 2025 (the "Class Period").

9 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
10 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
11 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
12 from the Settlement do not apply to the Released PAGA Claims.

13 6. The PAGA release component of the Settlement shall bind the State of California and
14 Aggrieved Employees, defined as follows: All hourly-paid, non-exempt employees of Defendant
15 who worked for Defendant in the State of California during the period from June 6, 2022 through
16 March 17, 2025 ("PAGA Period").

17 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
18 bring the PAGA claims asserted in this Action and are authorized to act as private attorney general
19 with respect to the PAGA claims being released under the Settlement. The Court further finds that
20 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
21 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
22 therefore bound by this Final Approval Order.

23 8. The deadline for Class Members to submit a Request for Exclusion or to submit
24 written objections to the Settlement was December 30, 2025.

25 9. No Request for Exclusions were received. Accordingly, no individuals are excluded
26 from the Class, and all Class Members remain in the Class.

27 10. The Court finds that a full opportunity has been afforded to Class Members to object
28 to the Settlement and participate in the Final Approval Hearing. All Class Members had an

1 opportunity to object to the Settlement. No written Objections were received, and no Class Members
2 appeared at the Final Approval Hearing to present any Objections.

3 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval (the “Class Notice”), which is attached to the Settlement as **Exhibit A** and provided
5 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
6 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the proceedings
8 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
9 requirements of due process and provided the Class Members with adequate instructions and a variety
10 of means to obtain additional information.

11 12. Releases of Claims. Effective on the date when Defendant fully funds the entire Gross
12 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
13 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
14 Parties as follows (Settlement, ¶ 5.):

15 a. Released Parties. “Released Parties” means: Defendant and each of its
16 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
17 predecessors, successors, assigns, and all related companies, subsidiaries, affiliates and
18 agents (including, without limitation, any investment bankers, accountants, insurers,
19 reinsurers, attorneys and any past, present or future officers, directors and employees). (*Id.*
20 at ¶ 1.41.)

21 b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
23 release and discharge Released Parties from all claims, transactions, or occurrences,
24 including, but not limited to all claims that were, or reasonably could have been, alleged,
25 based on the facts contained, in the Operative Complaint or ascertained during the Action
26 and released under 5.2 and 5.3 below (“Plaintiff’s Release.”) Plaintiff’s Release does not
27 extend to any claims or actions to enforce this Agreement, or to any claims for vested
28 benefits, unemployment benefits, disability benefits, social security benefits, workers’

1 compensation benefits that arose at any time, or based on occurrences outside the Class
2 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
3 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
4 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.* at ¶
6 5.1.)

7 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

8 For purposes of Plaintiff's Release, Plaintiff expressly waives and
9 relinquishes the provisions, rights, and benefits, if any, of section 1542 of
10 the California Civil Code, which reads: "A general release does not extend
11 to claims that the creditor or releasing party does not know or suspect to
12 exist in his or her favor at the time of executing the release and that, if
13 known by him or her, would have materially affected his or her settlement
14 with the debtor or released party." (*Id.* at ¶ 5.1.1.)

15 c. Release by Participating Class Members. All Participating Class Members ,
16 on behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all
18 claims that were alleged, or reasonably could have been alleged, based on the Class Period
19 facts stated in the Operative Complaint including, all claims for (1) Failure to Pay Minimum
20 Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4)
21 Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business
22 Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide
23 Accurate Itemized Wage Statements; and (8) Unfair Business Practices (Bus. & Prof. Code
24 § 17200, et seq.). Excluded from this portion of the release are claims for PAGA penalties
25 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
26 stated in the Operative Complaint, and the PAGA Notice. Except as set forth in Section 5.3
27 of this Agreement, Participating Class Members do not release any other claims, including
28 claims for vested benefits, wrongful termination, violation of the Fair Employment and

1 Housing Act, unemployment insurance, disability, social security, workers' compensation,
2 or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

3 d. Release by Class Members Who Are Aggrieved Employees. All Class
4 Members who are Aggrieved Employees and Plaintiff are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from all claims for PAGA
7 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
8 Period facts stated in the Operative Complaint, and the PAGA Notice. (*Id.* at ¶ 5.3.)

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

11 14. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
12 Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA
13 Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and
14 reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement
15 shares in accordance with the terms of the Settlement.

16 15. Defendant is ordered to fully fund the GSA (\$694,965.00), and also fund the amounts
17 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
18 Administrator no later than 60 days after the Effective Date.

19 16. Within fourteen (14) days after Defendant funds the GSA, the Administrator will mail
20 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
21 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
22 Litigation Expenses Payment, and the Class Representative Service Payment.

23 17. A total amount of \$25,000.00 shall be allocated as the "PAGA Penalties," payable
24 from the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75%
25 (\$18,750.00) to the California Labor and Workforce Development Agency (the "LWDA") and 25%
26 (\$6,250.00) to Aggrieved Employees.

27 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
28 the appointment of Plaintiff Andrea Almanza Alfaro as the Class Representative, for settlement

1 purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class
2 Member and Aggrieved Employee, the Court approves and orders a service payment to Plaintiff in
3 the amount of **\$5,000.00** (the “Class Representative Service Payment”), payable from the Gross
4 Settlement Amount, for her contributions and participation in the litigation, for the risks and duties
5 attendant to her role as the Class Representative, and for her general release of claims, both known
6 and unknown, and waiver of section 1542 rights.

7 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
8 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
9 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
10 adequately represented Class interests. The Court approves and orders the payments to Class
11 Counsel, payable from the GSA, of **\$231,631.83** for reasonable attorneys’ fees (“Class Counsel Fees
12 Payment”), and of **\$22,656.62** for reimbursement of out-of-pocket costs (“Class Counsel Litigation
13 Expenses Payment”). The Court finds that these amounts are reasonable considering the benefits
14 provided to the Class.

15 20. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
16 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
17 Administrator of **\$8,000.00** (“Administration Expenses Payment”), payable from the GSA, for
18 settlement administration.

19 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
20 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
21 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of the
22 Class Member who failed to cash their individual check prior to the void date.

23 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 24. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and Settlement Administrator are ordered
2 to carry out the Settlement according to its terms and provisions.

3 25. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
6 enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
7 addressing such post-Judgment matters as are permitted by law.

8 26. The Settlement is finally approved but is not an admission by Defendant of the
9 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
10 law. Neither the Settlement nor any related document shall be offered or received in evidence in
11 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
12 necessary to consummate or enforce the Settlement.

13 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution
14 on February 5, 2027 at 8:30 a.m. in **Department 17**. Class Counsel are ordered
15 to file a final report and declaration by the Administrator regarding settlement distribution no later
16 than five (5) court days prior to the Compliance Hearing. No appearance will be required at the
17 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
18 Agreement are complete.

19 **IT IS SO ORDERED.**

20 DATE: 01/30/2026



Laura A. Seigle

THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge