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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF STANISLAUS**

ERNESTINE JIMENEZ, an individual, on  
behalf of herself and others similarly situated,

PLAINTIFF,

v.

MOM365 NEWBORN PHOTOGRAPHY;  
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV-23-003097

[Consolidated with Case No. CV-23-004587]

[Case Assigned for All Purposes to Hon. John  
R. Mayne in Dept. 21]

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

Date: February 18, 2026

Time: 8:30 AM

Dept.: 21

Complaint Filed: June 2, 2023

Trial Date: None Set

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

2 The above captioned Action is a class action and representative lawsuit brought by Plaintiff  
3 Ernestine Jimenez (“Class Representative” or “Plaintiff”) against Defendant MOM365  
4 NEWBORN PHOTOGRAPHY (“Defendant”). The Motion for Final Approval of Class Action  
5 Settlement came before this Court, on February 18, 2026.

6 **WHEREAS**, Judge John R. Mayne granted preliminary approval of the Class Action and  
7 PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration of  
8 Kelsey M. Szamet as Exhibit “1”, on September 10, 2025.

9 **WHEREAS**, Plaintiff Ernestine Jimenez has applied to the Court for an order granting  
10 final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed  
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The  
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action  
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.  
15 Szamet, Ernestine Jimenez; and Lluvia Islas of Phoenix Class Action Administration Solutions;  
16 and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the  
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and  
21 in compliance with California Code of Civil Procedure, the California and United States  
22 Constitutions (including the due process clauses), the California Rules of Court and any other  
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members  
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described  
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,  
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There are zero (0) valid requests for exclusion from the Agreement.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court  
5 finds that an ascertainable class exists and a well-defined community of interest exists in the  
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions  
7 of law and fact common to the Settlement Class Members which, as to the Agreement and all  
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical  
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and  
10 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately  
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to  
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was  
14 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the  
15 pendency of the Action, their right to object to or exclude themselves from the proposed  
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and  
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)  
18 met all applicable requirements of the California Code of Civil Procedure, the California and  
19 United States Constitution (including the Due Process Clause), the California Rules of Court and  
20 any other applicable law.

21 9. The Class is hereby made final. The Class is defined as: "all non-exempt employees  
22 who worked for Defendant in California at any time between June 2, 2019 through March 15,  
23 2025." ("Class").

24 10. The Class Period is June 2, 2019 through March 15, 2025.

25 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are  
26 defined as: "all non-exempt employees who worked for Defendant in California at any time  
27 between June 2, 2022 through March 15, 2025." ("Aggrieved Employees")

28 12. The PAGA Period is June 2, 2022 through March 15, 2025.

1           13.     The Agreement is not an admission by Defendant, nor is this Final Order a finding  
2 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,  
3 the Agreement, nor any document referred to herein, nor any action taken to carry out the  
4 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or  
5 wrongdoing on the part of Defendant.

6           14.     Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each  
7 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the  
8 following release and expressly waive and relinquish any and all claims, rights or benefits that  
9 they may have under California Civil Code § 1542, which provides:

10                   “all claims, debts, liabilities, demands, obligations, guarantees,  
11 costs, expenses, attorneys’ fees, damages, or causes of action which  
12 were alleged or which could have been alleged based on the factual  
13 allegations in the Operative Complaint or causes of action which  
14 were alleged or which could have been alleged based on the factual  
15 allegations in the Operative Complaint and Plaintiff’s June 2, 2023  
16 notice letter to the LWDA, arising during the Class Period, under  
17 any federal, state, or local law, which arose during the Class Period  
18 set forth in Paragraph 6, below (“Released Class Claims”). Released  
19 Class Claims include, but are not limited to, all of the following  
20 claims for relief: (a) failure to pay all minimum wages and overtime  
21 wages due; (b) failure to provide accurate itemized wage statements;  
22 (c) waiting time penalties; (d) failure to permit meal and rest periods,  
23 or provide premium pay in lieu thereof; (e) failure to reimburse  
24 necessary business-related costs; and (f) unfair business practices in  
25 violation of California Labor Code Sections 201, 202, 203, 226(a),  
26 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and Industrial Welfare  
27 Commission Wage Orders, including inter alia, Wage Order 4-2001,  
28 and all claims for attorneys’ fees and costs and statutory interest in  
connection therewith, California Business and Professions Code  
sections 17200, et seq., and any other claims, including claims for  
statutory penalties, pertaining to the Class Members.

15.     Pursuant to the Agreement, upon final entry of this Final order, Plaintiff and each  
Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the  
following release: “any and all claims arising from any of the factual allegations that were pled in  
the Action, or which could have reasonably been alleged based on the factual allegations in the  
Operative Complaint and Plaintiff’s June 2, 2023 notice letter to the LWDA, which arose during  
the PAGA Period for civil penalties under the Private Attorneys General Act of 2004, California  
Labor Code Sections 2698 et seq. The Aggrieved Employees’ Released PAGA Claims include all

1 claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay all  
2 minimum wages and overtime wages due; (b) failure to provide accurate itemized wage  
3 statements; (c) waiting time penalties; (d) failure to permit meal and rest periods, or provide  
4 premium pay in lieu thereof; (e) failure to reimburse necessary business-related costs in violation  
5 of California Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,  
6 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001.

7         16. Plaintiff and all Settlement Class Members who have not been timely and properly  
8 excluded from the Class, and any person acting on their behalf, are permanently barred and  
9 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class  
10 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any  
11 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any  
12 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class  
13 Members into a separate class for purposes of pursuing as a purported class action (including by  
14 seeking to amend a pending complaint to include class allegations, or by seeking class certification  
15 in a pending action) any lawsuit based on or relating to the Released Claims;

16         17. The Agreement provides that the Gross Settlement Amount is three hundred ninety-  
17 two thousand seventy hundred dollars and zero cents (\$392,700.00). The Net Settlement Amount  
18 shall be determined according to the terms of the Agreement.

19         18. The Court orders the calculations and the payments to be made and administered in  
20 accordance with the terms of the Agreement.

21         19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the  
22 Class for purposes of entering into and implementing the settlement. The Court hereby confirms  
23 Kingsley Szamet Employment Lawyers and Abramson Labor Group as Class Counsel in the  
24 Action.

25         20. The Court hereby finds the unopposed application of Class Counsel for a costs and  
26 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light  
27 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$130,900.00  
28 shall be paid for attorney fees and \$21,149.99 shall be paid for litigation costs.

1           21.     The unopposed application of Class Counsel for an enhancement payment to  
2 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative  
3 Enhancement Payment shall be allocated to Class Representative Ernestine Jimenez.

4           22.     The unopposed application of Class Counsel for claims administration fees to  
5 Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement  
6 Amount, \$10,750.00 shall be paid for settlement administration fees.

7           23.     Defendant shall have no further liability for costs, expenses, interest, attorneys'  
8 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

9           24.     The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court  
10 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development  
11 Agency ("LWDA") in the amount of \$7,500.00. The Court further directs that the remaining 25%  
12 of the PAGA Penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount  
13 for distribution to the Settlement Class Members.

14           25.     If a Settlement Class Member does not cash his or her settlement check by the void  
15 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office  
16 of the Controller in the name of the class member who did not cash his or her Individual Settlement  
17 Payment check.

18           26.     Defendant shall have no further liability for costs, expenses, interest, attorneys'  
19 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

20           27.     The Court hereby grants and authorizes the Parties, without further approval from  
21 the Court, to agree to and to adopt such amendments, modifications and expansions of this  
22 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)  
23 do not limit the rights of Settlement Class Members under the Stipulation.

24           28.     Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court  
25 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration  
26 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.  
27 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction  
28 over the Action, the Parties, and the Class, as well as the administration and enforcement of the

1 Settlement. Any disputes or controversies arising with respect to the interpretation,  
2 consummation, enforcement, or implementation of the Settlement shall be presented by motion to  
3 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to  
4 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

5 29. This Final Order shall constitute a final judgment.

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7 **DATED:** \_\_\_\_\_

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8 **JUDGE OF THE SUPERIOR COURT**  
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**(PROOF OF SERVICE)**  
**[CCP 1013(a)(3)]**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On January 15, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

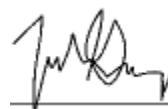
|                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Gordon Rees Scully Mansukhani, LLP<br>Jennifer Jambor-Delgado<br>Debra Ellwood Meppen<br>Rebecca Marsden<br>Delia Guerrero<br>jjambordelgado@grsm.com<br>rmarsden@grsm.com<br>dmeppen@grsm.com<br>dmguerrero@grsm.com<br>633 W. Fifth., 52nd Floor,<br>Los Angeles, CA 90071<br>cc : mtabizon@grsm.com<br>Attorneys for Defendant | ABRAMSON LABOR GROUP<br>WILLIAM ZEV ABRAMSON, Esq.<br>wza@abramsonlabor.com<br>1700 W Burbank Blvd,<br>Burbank, CA 91506<br>Attorneys for Plaintiff |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

**[XX] BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

**[XX] BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

**[XX] (STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 15, 2026, at West Hollywood, California.



Taylor Gregg