

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 DORIS ANN NATHAN, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.
14

15 THE MULLER COMPANY, LLC, a
California Limited Liability Company; and
16 DOES 1 through 50;

17 Defendants.
18

Case No.: 23STCV24395

[Assigned for All Purposes to:
Hon. William F. Highberger, Dept. 10]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: April 29, 2026

TIME: 10:00 a.m.

DEPT: 10

Action Filed: October 6, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Doris Ann Nathan (“Plaintiff”) for Final Approval of Class Action
2 and PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs
3 (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to California
4 Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
5 and PAGA Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class: All current and former non-exempt employees
18 who worked for Defendant The Muller Company, LLC within the State of California during the
19 Class Period of October 6, 2019 to August 5, 2025.

20 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
21 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC. as
22 the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on November 24, 2025, and the notice process has been completed in
25 conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that
26 said notice was the best notice practicable under the circumstances, and that individual notice was
27

28 _____
¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 provided to all Class Members who could be identified through reasonable effort. The Class Notice
2 provided due and adequate notice of the proceedings and matters set forth therein.

3 5. The Court finds that no Class Member objected to the Settlement or opted out of the
4 Settlement, and that the 100% participation rate in the Settlement supports final approval.

5 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
6 orders the Parties to effectuate the Settlement according to its terms.

7 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Class, and there is a well-defined community of interest among
10 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
11 Representative are typical of the claims of the Settlement Class members; (d) the Class
12 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
13 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
14 Counsel are qualified to serve as counsel for the Class Representative and the Class.

15 8. The Court finds that given the absence of objections to the Settlement, this Judgment
16 and Order shall be considered final as of the date of entry.

17 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
18 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
19 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
20 terms of the Settlement.

21 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$160,000.00
22 and employer payroll taxes with the Administrator no later than 30 days after the Effective Date.

23 11. The Court finds that a Class Representative Service Payment in the amount of
24 \$7,500.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
25 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
26 conformity with the terms of the Settlement.

27 12. The Court finds that attorney's fees in the amount of \$53,333.33 and litigation costs
28 of \$18,750.25 for Class Counsel are fair, reasonable, and adequate in light of the common fund

1 created by the Settlement, and orders that the Administrator distribute these payments to Class
2 Counsel in conformity with the terms of the Settlement.

3 13. The Court orders that the Administrator shall be paid \$3,790.00 from the Gross
4 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
5 done until the completion of this matter and finds that sum appropriate.

6 14. The Court finds that the payment to the California Labor & Workforce Development
7 Agency ("LWDA") in the amount of \$6,000.00 for its share of the settlement of Plaintiff's
8 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
9 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

10 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
11 days from the date of issuance of the check, and that any settlement checks that remain uncashed
12 after one 180 days after they are mailed shall be distributed to the Controller of the State of
13 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
14 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

15 16. "Released Parties" means Defendant and each of its former and present directors,
16 officers, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors,
17 successors, assigns, subsidiaries, and affiliates.

18 17. Effective on the date when Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, all Participating Class Members, on behalf of themselves and their respective former and
21 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
22 Released Parties from all causes of action and claims that were alleged in the Action or reasonably
23 could have been alleged based on the facts and legal theories contained in the Operative Complaint,
24 arising during the Class Period, including but not limited to all of the following claims for relief: (1)
25 all claims for failure to pay minimum wages; (2) all claims for failure to pay overtime wages; (3) all
26 claims for failure to provide meal periods; (4) all claims for failure to provide rest periods; (5) all
27 claims for failure to provide accurate itemized wage statements; (6) all claims for failure to pay all
28 wages due upon separation of employment; and (7) all claims for violation of California Business

1 and Professions Code section 17200, et seq. (the Unfair Competition Law). Except as set forth in
2 Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
5 based on facts occurring outside the Class Period.

6 18. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, the State of California and all Aggrieved Employees are deemed to release, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from all causes of action and claims for
11 civil penalties under the California Private Attorneys General Act of 2004 that were alleged or
12 reasonably could have been alleged based on the facts and legal theories contained in the Operative
13 Complaint and PAGA Notice, arising during the PAGA Period, including claims for civil penalties
14 based on the following: (1) all claims for failure to pay minimum wages; (2) all claims for failure to
15 pay overtime wages; (3) all claims for failure to provide meal periods; (4) all claims for failure to
16 provide rest periods; (5) all claims for failure to provide accurate itemized wage statements; and (6)
17 all claims for failure to pay all wages due upon separation of employment ("Released PAGA
18 Claims").

19 a. "Aggrieved Employee" means all current and former non-exempt employees
20 who worked for Defendant within the State of California during the PAGA Period of August 1,
21 2022, to August 5, 2025.

22 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
23 notice of this final Judgment and Order to all Participating Class Members by posting on it the
24 Administrator's website.

25 20. This document shall constitute a final judgment pursuant to California Rule of Court
26 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
27 hearing, the court must make and enter judgment. The judgment must include a provision for the
28 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court

1 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
2 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
3 Settlement, the Final Approval Order, and this Judgment.

4 21. The Court sets a Non-Appearance Compliance Hearing for _____ at
5 ____ a.m. in Department 10 of the above-entitled Court. Plaintiff shall file a Final Disbursement
6 Declaration from the Administrator no later than 5 court days before the Compliance Hearing.

7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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9 DATED: _____, 2026

10 Hon. William F. Highberger
11 Judge of the Superior Court
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