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

SERGIO FERNANDEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DIGITALPRO, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2023-00055446-CU-OE-CTL

[Hon. Wendy M. Behan, Dept. C-66]

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Final Approval;
Declaration of Kane Moon; Declaration of
Sergio Fernandez; and Declaration of
Administrator Fatima Montanez]*

Hearing Date: November 14, 2025

Hearing Time: 10:15 a.m.

Hearing Place: Department C-66

Complaint Filed: December 22, 2023

FAC Filed: March 22, 2024

1 The Court, having read the papers filed regarding Plaintiff Sergio Fernandez's
2 ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement Agreement, Class
3 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative
4 Service Payment, and after considering the papers submitted in support of the motion, including
5 the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or
6 "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant DigitalPro, Inc. ("Defendant") entered a Settlement Agreement
8 on or about January 2, 2025 to settle this lawsuit.

9 The Court entered an Order dated July 3, 2025, preliminarily approving the settlement of
10 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
11 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members, scheduling
12 a Final Approval Hearing, and providing Class Members with an opportunity to object or request
13 exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided, all
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
21 approve the settlement and grant final certification.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies a Class consisting of all persons who worked for
25 Defendant in California as an hourly, non-exempt employee at any time during the period from
26 December 22, 2019 to November 23, 2024 ("Class," "Class Members," and "Class Period").
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1 There are two hundred twenty-five (225) Participating Class Members in the Settlement
2 (“Participating Class Members”) who will receive their share of the Net Settlement Amount.

3 4. Adequacy of Representation. As Class Counsel have fully and adequately
4 represented the Class for purposes of entering and implementing the Settlement and have
5 satisfied the requirements of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Class Notice and its distribution to Class
7 Members have been implemented pursuant to the Settlement Agreement and this Court’s
8 Preliminary Approval Order. The Court also finds the Class Notice:

9 a. constitutes notice reasonably calculated, under the circumstances, to
10 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of
11 the Settlement Agreement and their rights under the Settlement; (iii) their right to object to any
12 aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their
13 right to challenge their Workweeks value; (vi) their right to appear at the Final Approval
14 Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether favorable
15 or unfavorable, on Participating Class Members who do not request exclusion from the
16 Settlement;

17 b. constitutes notice fully satisfying the requirements of Code of Civil
18 Procedure section 382, California Rule of Court 3.769, and due process;

19 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

20 d. constitutes the best practicable notice to Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement were entered in good faith and are the product of arm’s-length negotiations by
23 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
24 Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, and
25 adequate and in the best interests of the Parties. The Parties are hereby directed to implement
26 the Settlement according to its terms and provisions.

1 7. Binding Effect. The terms and provisions of Settlement Agreement and this
2 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
3 executors and administrators, successors, and assigns. In addition, those terms shall have res
4 judicata and other preclusive effect in all pending and future claims, lawsuits, or other
5 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
6 or other proceedings involve matters that were or could have been raised in this matter and are
7 encompassed by the Released Claims. The Agreement will have no binding effect upon, and
8 provide no res judicata preclusion to, Class Members who timely submitted Requests for
9 Exclusion.

10 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
11 any action to enforce the terms and provisions of the Settlement Agreement.

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

- 16 a. Plaintiff's Release. Plaintiff and his former and present spouses, representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns generally, release
18 and discharge Released Parties from all claims, transactions, or occurrences [that
19 occurred during the Class Period], including, but not limited to: (a) all claims
20 that were, or reasonably could have been, alleged, based on the facts contained,
21 in the Operative Complaint and (b) all PAGA claims that were, or reasonably
22 could have been, alleged based on facts contained in the Operative Complaint,
23 Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2
24 of the Settlement Agreement ("Plaintiff's Release"). Plaintiff's Release does not
25 extend to any claims or actions to enforce the Settlement Agreement, or to any
26 claims for vested benefits, unemployment benefits, disability benefits, social
27 security benefits, workers' compensation benefits that arose at any time, or based
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1 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
2 may discover facts or law different from, or in addition to, the facts or law that
3 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
4 Release shall be and remain effective in all respects, notwithstanding such
5 different or additional facts or Plaintiff's discovery of them. Plaintiff also
6 expressly waives and relinquishes any rights or benefits available to him under
7 the provisions of section 1542 of the Civil Code, which reads: "A general release
8 does not extend to claims that the creditor or releasing party does not know or
9 suspect to exist in his or her favor at the time of executing the release, and that if
10 known by him or her would have materially affected his or her settlement with
11 the debtor or Released Party."

12 b. Release by Participating Class Members Who Are Not Aggrieved Employees.

13 All Participating Class Members, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, release Released Parties from all claims that were
16 alleged, or reasonably could have been alleged, based on the Class Period facts
17 stated in the Operative Complaint and ascertained in the course of the Action,
18 including, any and all claims involving (1) failure to pay minimum wages; (2)
19 failure to pay overtime compensation; (3) failure to provide meal periods; (4)
20 failure to authorize and permit rest breaks; (5) failure to indemnify necessary
21 business expenses; (6) failure to timely pay final wages at termination; (7) failure
22 to provide accurate itemized wage statements; and (8) unfair business practices.
23 Except as set forth in Section 5.3 of the Settlement Agreement, Participating
24 Class Members do not release any other claims, including claims for vested
25 benefits, wrongful termination, violation of the Fair Employment and Housing
26 Act, unemployment insurance, disability, social security, workers' compensation,
27 or claims based on facts occurring outside the Class Period.
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1 c. Release by Non-Participating Class Members Who Are Aggrieved Employees.

2 All Non-Participating Class Members who are Aggrieved Employees are deemed
3 to release, on behalf of themselves and their respective former and present
4 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
5 the Released Parties from all claims for PAGA penalties that were alleged, or
6 reasonably could have been alleged, based on the PAGA Period facts stated in
7 the Operative Complaint; the PAGA Notice; and ascertained in the course of the
8 Action, including any and all claims involving PAGA civil penalties.

9 d. Released Parties. The Released Parties include Defendant and each of its past,
10 present and future subsidiaries, parents, affiliated and related companies,
11 divisions, successors, predecessors or assigns, and their past, present, and future
12 officers, directors, owners, shareholders, partners, agents, insurers, employees,
13 advisors, accountants, representatives, trustees, heirs, executors, administrators,
14 predecessors, successors or assigns.

15 10. Class Representative Service Payment. The Court finds the Class Representative
16 Service Payment of \$10,000.00, to be paid out of the Gross Settlement Amount by Defendant to
17 Plaintiff, to be reasonable and appropriate. The Class Representative Service Payment is to be
18 paid pursuant to the terms and provisions of the Agreement.

19 a. The rationale for making service payments is that the class representatives
20 should be compensated for the expense and risk incurred in conferring a benefit
21 on other class members. Such service payments are appropriate if they are
22 necessary to induce individuals to participate in the suit. Criteria courts may
23 consider include the: (1) risk in commencing this suit; (2) notoriety and personal
24 difficulties encountered; (3) amount of time and effort spent; (4) duration of the
25 litigation; and (5) personal benefit (or lack thereof) enjoyed.

26 b. The Court reviewed Plaintiff's declaration outlining his involvement in the case.
27 Given the risks inherent in the services as the class representative, the duration of
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1 the case and time involved, and the benefits created for the Class, the Court
2 approves the Class Representative Service Payment of \$10,000.00.

3 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

4 The Court finds Class Counsel Fees Payment of \$148,000.00, to be paid out of the Gross
5 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court
6 also finds the Class Counsel Litigation Expenses Payment of \$20,231.26, to be paid out of the
7 Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate.
8 Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement
9 Agreement. Defendant shall not be required to pay for any other attorneys' fees, costs, or
10 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
11 Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or
12 disbursements incurred by Plaintiff or Class Members in connection with or related to this
13 matter, Settlement, administration of the Settlement, and/or Released Claims.

14 a. The Court has an independent right and responsibility to review the requested
15 attorneys' fees and only award so much as it determines reasonable. (See
16 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
17 127-28.) The Class Counsel Fees Payment of \$148,000.00 is thirty-three and
18 one-third percent (33 1/3%) of the common fund created for the benefit of the
19 Class Members and is supported by use of the percentage-fee method. (See
20 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
21 Considering the results achieved for the Class, financial risk undertaken, novel
22 and difficult nature of this litigation, skill required to deal with these issues,
23 percentage fees award in other cases, and contingent fees charged in private
24 marketplace, the Court finds the request for the Class Counsel Fees Payment is
25 consistent with the legal marketplace, is reasonable, and is approved.

26 b. The Court reviewed Kane Moon's declaration regarding the costs expended in
27 the prosecution of this case. Under the terms of the Settlement Agreement, Class
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Counsel may seek reimbursement of up to \$25,000.00 in litigation costs. The Court finds Class Counsel expended \$20,231.26 in litigation costs and that such costs were reasonable. The Court approves the Class Counsel Litigation Expenses Payment of \$20,231.26 for the reimbursement of the costs and expenses incurred by Class Counsel.

12. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$5,650.00, to be paid out of the Gross Settlement Amount by Defendant to the Administrator, to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Fatima Montanez from Simpluris, the Court-approved Settlement Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Therefore, the Court approves the payment of the Administration Expenses Payment of \$5,650.00 to the Administrator for its services in administering the Settlement.

13. PAGA Penalties. The Court finds the Private Attorneys General Act of 2004 (“PAGA”) Penalties of \$30,000.00, seventy-five percent (75%) of which (\$22,500.00) will be paid out of the Gross Settlement Amount by Defendant to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$7,500.00) will be distributed to all Aggrieved Employees who worked for Defendant in California as an hourly, non-exempt employee at any time during the period from December 16, 2022 to November 23, 2024, pro rata, to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms of the Settlement Agreement.

14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The Effective Date is the date by when both of the following have occurred: (a)

1 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline
5 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
6 the day after the appellate court affirms the Judgment and issues a remittitur.

7 15. Payments From the Gross Settlement Amount. Within 14 days after Defendant
8 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
9 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
10 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
11 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
12 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
13 Service Payment shall not precede disbursement of Individual Class Payments and Individual
14 PAGA Payments.

15 16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
16 Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contends the
17 proposed Settlement was the product of arm's-length negotiations following extensive
18 litigation, discovery, and exchange of documentation. The negotiations were facilitated with the
19 help of mediator Lisa Klerman, Esq., an experienced and well-respected mediator.

20 a. As of October 21, 2025, with respect to the fairness of the Settlement, there were
21 no Objections to the Settlement nor any Requests for Exclusion from the
22 Settlement.

23 b. As of October 21, 2025, with respect to the benefit to the Class, the gross
24 *average* Individual Class Payment is about \$1,022.75, and the gross *highest*
25 Individual Class Payment is around \$2,688.78 under the proposed allocation.

26 17. Uncashed Checks. Any checks issued by the Administrator to Participating Class
27 Members will be negotiable for at least one hundred eighty (180) calendar days. Uncashed
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1 checks will be sent to the California State Controller's Unclaimed Property Division in
2 accordance with California Unclaimed Property Law.

3 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
4 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
5 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
6 other necessary purpose, including, without limitation:

- 7 a. enforcing the terms and provisions of the Settlement Agreement and resolving
8 any disputes, claims, or causes of action in this matter that, in whole or in part,
9 are related to or arise out of the Settlement Agreement or this Order and
10 Judgment;
- 11 b. entering such additional orders as may be necessary or appropriate to protect or
12 effectuate this Order and Judgment approving the Settlement Agreement, and
13 permanently enjoining Plaintiff from initiating or pursuing related proceedings,
14 or to ensure the fair and orderly administration of the Settlement Agreement; and
- 15 c. entering any other necessary or appropriate orders to protect and effectuate this
16 Court's retention of continuing jurisdiction.

17 The Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel
18 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
19 Payment is GRANTED. The Administrator is directed to carry out the terms of the Settlement
20 Agreement forthwith.

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

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

8 **IT IS SO ORDERED.**

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10 DATED: 12/3/25



HONORABLE WENDY M. BEHAN
JUDGE OF THE SUPERIOR COURT

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017. On the date indicated below, I served the foregoing document(s) described below on all interested parties by the method described below:

ORDER OF FINAL APPROVAL AND JUDGMENT

SERVICE LIST:

Labor & Workforce Development Agency

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

(Served via Labor and Workforce Development Agency access portal)

SERVICE METHOD:

[X] BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS: By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 4, 2025** at Los Angeles, California.

Alex Ward
Type or Print Name

/s/ Alex Ward
Signature