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

14 EVA GUZMAN, individually, and on behalf of
15 all others similarly situated,

16 Plaintiff,

17 vs.

18 INTEGRATED RESOURCES INSTITUTE, a
19 California corporation; and DOES 1 through 10,
20 inclusive,

21 Defendants

FILED
Superior Court of California
County of Los Angeles
01/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 23STCV31380

CLASS AND REPRESENTATIVE ACTION

*Assigned for all purposes to the Honorable
Samantha P. Jessner, Department 7*

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

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff Eva Guzman, (4) the
Declaration of Denise Islas, and (5)
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: January 16, 2026
Time: 11:00 a.m.

Complaint Filed: December 22, 2023
FAC Filed: March 21, 2024
Trial Date: None Set

~~PROPOSED~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On August 13, 2025, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Eva Guzman ("Plaintiff") and Defendant Integrated Resources Institute ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Amended Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on March 10, 2025.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

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

2. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and his counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,

1 meets the requirements for final approval. In so finding, the Court has considered all the evidence
2 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
3 complexity of the claims presented; the likely duration of further litigation; the settlement amount
4 offered; the extent of investigation and discovery completed; and the experience and views of Class
5 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
6 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final
7 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

8 3. The Court certifies, for settlement purposes only, All members of the Class who
9 worked for Defendant in California as an hourly, non-exempt employee at any time during the Class
10 Period. The "Class Period" means the period from December 22, 2019 to September 30, 2024.

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

15 5. The Released PAGA Claims shall bind the Aggrieved Employees who worked for
16 Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period.
17 The "PAGA Period" means the period from December 16, 2022 to February 7, 2025.

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

24 7. The deadline to submit a Request for Exclusion or to submit written objections to the
25 Settlement was November 24, 2025.

26 8. 1 Request for Exclusion was received. Accordingly, 809 Class Members remain in
27 the Class and are bound by this Final Approval Order and the accompanying Judgment.

28 9. The Court finds that a full opportunity has been afforded to Class Members to object

1 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
2 opportunity to object to the Settlement. No written objections were received, and no Class Members
3 appeared at the Final Approval Hearing to present any objections.

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

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

- 16 a. Released Parties. “Released Parties” means Defendant and each of its former and
17 present directors, officers, shareholders, owners, members, attorneys, insurers,
18 predecessors, successors, assigns, subsidiaries, and affiliates.
- 19 b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns
21 generally, release and discharge Released Parties from all claims, transactions, or
22 occurrences that occurred during the Class Period, including, but not limited to:
23 (a) all claims that were, or reasonably could have been, alleged, based on the facts
24 contained, in the Operative Complaint and (b) all PAGA claims that were, or
25 reasonably could have been, alleged based on facts contained in the Operative
26 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and
27 released under 5.2. of the Settlement. (“Plaintiff’s Release”) Plaintiff’s Release
28 does not extend to any claims or actions to enforce this Agreement, or to any

1 claims for vested benefits, unemployment benefits, disability benefits, social
2 security benefits, workers' compensation benefits that arose at any time, or based
3 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
4 discover facts or law different from, or in addition to, the facts or law that Plaintiff
5 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
6 s shall be and remain effective in all respects, notwithstanding such different or
7 additional facts of Plaintiff's discovery of them. For purposes of Plaintiff's
8 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
9 benefits, if any, of section 1541 of the California Civil Code, which reads: "**A
10 general release does not extend to claims that the creditor or releasing party
11 does not know or suspect to exist in his or her favor at the time of executing
12 the release, and that if known by him or her would have materially affected
13 his or her settlement with the debtor or released party.**"

14 c. Release by Participating Class Members. All Participating Class Members, on
15 behalf of themselves and their respective former and present representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns, release Released
17 Parties from: (i) all claims arising during the Class Period that were alleged, or
18 reasonably could have been alleged, based on the facts stated in the Operative
19 Complaint ("Released Class Claims"). Except as set forth in section 5.3. of the
20 Settlement, Participating Class Members do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social
23 security, workers' compensation, or claims based on facts occurring outside the
24 Class Period.

25 d. Release by Aggrieved Employees. All are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, the Released Parties
28 from all claims for PAGA Penalties arising during the PAGA Period that were

1 alleged, or reasonably could have been alleged, based on the facts stated in the
2 Operative Complaint, the PAGA Notice (“Released PAGA Claims”).

3 12. The Parties shall bear their own respective attorneys’ fees and costs, except as
4 otherwise provided for in the Settlement and approved by the Court.

5 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
6 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
7 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
8 the Court authorizes the Administrator to calculate and pay individual settlement shares in
9 accordance with the terms of the Settlement.

10 14. Defendant is ordered to fully fund the Gross Settlement Amount (**\$800,000.00**), and
11 also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the
12 funds to the Administrator no later than 30 days after the Effective Date.

13 15. Within 14 days after Defendant funds the Gross Settlement Amount, the
14 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
15 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
16 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
17 Payment.

18 16. A total amount of \$75,000.00 shall be allocated as the “PAGA Penalties,” payable
19 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
20 follows: 75% (**\$56,250.00**) to the LWDA (the “LWDA PAGA Payment”) and 25% (**\$18,750.00**) to
21 Aggrieved Employees (the “Individual PAGA Payments”).

22 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms
23 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
24 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
25 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$10,000.00**
26 (the “Class Representative Service Payment”), payable from the Gross Settlement Amount, for her
27 role and service as the Class Representative, for the risks and work attendant to that role, and for her
28 general release of claims and waiver of section 1542 rights.

1 18. The Court confirms the appointment of Kane Moon, Allen Feghali, Lilit Ter-
2 Astvatsatryan, S. Phillip Song, and Stanley J. Park of Moon Law Group, PC, as Class Counsel, for
3 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
4 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
5 adequately represented Class interests. The Court approves and orders the payments to Class
6 Counsel, payable from the Gross Settlement Amount, of **\$266,666.67** for reasonable attorneys' fees
7 ("Class Counsel Fees Payment"), and of **\$28,319.81**, for reimbursement of out-of-pocket costs
8 ("Class Counsel Litigation Expenses Payment"). The Court finds that these amounts are reasonable
9 considering the benefits provided to the Class.

10 19. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
11 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
12 Administrator of **\$8,000.00** ("Administration Expenses Payment"), payable from the Gross
13 Settlement Amount, for settlement administration.

14 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
15 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
16 transmit those amounts to the California State Controller's Unclaimed Property Fund in the name of
17 each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement
18 check prior to the void date.

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

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

24 23. The obligations set forth in the Settlement are deemed part of this Final Approval
25 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry
26 out the Settlement according to its terms and provisions.

27 24. Following entry of the concurrently filed Judgment, and without affecting the finality
28 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain

jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on 01/19/2027 ~~2026~~ at 9 : 00 ~~a.m./p.m.~~ in Department 7. Class Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED.

DATE: 01/16/2026



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

THE HON. SAMANTHA P. JESSNER
Judge of the Superior Court, Los Angeles County