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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE MORAN, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ARACA MERCHANDISE L.P., a New York
Limited Partnership; ARACA INK LLC, a
Delaware limited liability company; ARACA
HOLDINGS LLC, a New York limited liability
company; and DOES 3 through 100,

Defendants.

CASE NO. 24STCV02003

*[Case assigned for all purposes to the Hon.
William F. Highberger, Dept. SSC-10]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
AND CLASS REPRESENTATIVE
SERVICE PAYMENT, AND FINAL
JUDGMENT**

Date: August 21, 2026

Time: 10:00 a.m.

Dept.: SSC-10

Action Filed: January 24, 2024

SAC Filed: August 27, 2025

Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE SERVICE
PAYMENT, AND FINAL JUDGMENT**

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[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

The Motion of Plaintiff Jose Moran (“Plaintiff”) for Final Approval of Class and PAGA Action Settlement, Attorneys’ Fees and Costs, and Class Representative Service Payment (“Final Approval Motion”) came regularly for hearing before this Court on August 21, 2026, pursuant to California Rule of Court 3.769 and this Court’s prior Order Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Matthew K. Moen filed in support of Plaintiff’s Motion for Preliminary Approval, the documents and evidence submitted in support thereof, and recognizing the sharply disputed factual and legal issues involved, the risks associated with continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and the product of good faith, arm’s-length negotiations between the parties. Good cause appearing, the Court hereby GRANTS Plaintiff’s Final Approval Motion and ORDERS as follows:

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

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement only, the following Settlement Class:

All current and former non-exempt employees who worked for Defendants Araca Merchandise L.P., Araca Ink LLC, and/or Araca Holdings LLC (collectively, “Defendants”) in California between January 24, 2020, and January 24, 2025 (the “Class Period”).

3. The Court further approves the Settlement Agreement’s resolution of claims under the Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”). The “Aggrieved Employees” subject to the PAGA settlement shall be defined as:

All current and former non-exempt employees who worked for Defendants in California between March 21, 2022, and March 16, 2026 (the “PAGA Period”).

1 4. Plaintiff Jose Moran is hereby confirmed as Class Representative. Paul K. Haines,
2 Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC are
3 hereby confirmed as Class Counsel.

4 5. Notice was provided to Settlement Class Members as set forth in the Settlement,
5 which was preliminarily approved by the Court on March 16, 2026, and the notice process has
6 been completed in accordance with the Settlement and the Court's Preliminary Approval Order.
7 The Court finds that said notice was the best notice practicable under the circumstances. The
8 Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court
9 Approval ("Class Notice") provided due and adequate notice of the proceedings and matters set
10 forth therein, informed Settlement Class Members of their rights, and fully satisfied the
11 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
12 and due process.

13 6. The Court finds that no Settlement Class Members objected to the Settlement, that
14 no Settlement Class members submitted workweek disputes, that no Settlement Class Members
15 opted out, and that the 100% participation rate supports final approval of the Settlement. Pursuant
16 to the Settlement Administrator's declaration filed in support of Plaintiff's Final Approval
17 Motion, there are 254 participating Settlement Class Members and 195 Aggrieved Employees.

18 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
19 adequate, and directs the parties to effectuate the Settlement in accordance with its terms.

20 8. For purposes of settlement only, the Court finds that: (a) the members of the
21 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
22 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
23 community of interest exists among the members with respect to the subject matter of the
24 litigation; (c) the claims of the Class Representative are typical of the claims of the Class
25 Members; (d) the Class Representative has fairly and adequately protected the interests of the
26 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
27 adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent
28 the Class Representative and the Settlement Class.

1 9. The Court finds that, in light of the absence of objections to the Settlement, this
2 Order shall be deemed final as of the date of its entry.

3 10. The Court finds that the Individual Class Payments, as provided for in the
4 Settlement Agreement, are fair, reasonable, and adequate, and hereby orders the Settlement
5 Administrator to distribute the payments in accordance with the terms of the Settlement.

6 11. The Court orders Defendants to deposit the Gross Settlement Amount (“GSA”) of
7 \$415,000.00 with the Settlement Administrator as provided for in the Settlement. Specifically,
8 Defendants shall deposit the GSA no later than thirty (30) days after the Effective Date.¹

9 12. The Court finds that the requested Class Representative Service Payment in the
10 amount of \$7,500.00 to Plaintiff is appropriate for the risks undertaken and his service to the
11 Settlement Class. The Court finds this payment is fair, reasonable, and adequate, and orders that
12 the Settlement Administrator make this payment in conformity with the terms of the Settlement.

13 13. The Court finds that attorneys’ fees in the amount of \$138,333.33 and litigation
14 costs of \$22,506.48 for Class Counsel are fair, reasonable, and adequate in light of the common
15 fund created by the Settlement, and orders that the Settlement Administrator distribute these
16 payments to Class Counsel in accordance with the terms of the Settlement.

17 14. The Court orders that the Settlement Administrator, Apex Class Action
18 Administration, shall be paid \$6,990.00 from the GSA in accordance with the terms of the
19 Settlement, for all work performed and to be performed until the completion of this matter. The
20 Court finds this amount appropriate.

21 15. The Court finds that the \$40,000.00 designated for civil penalties under PAGA is
22 fair, reasonable, and adequate. Of this amount, 75% (\$30,000.00) will be paid to the California
23 Labor and Workforce Development Agency (“LWDA”), and 25% (\$10,000.00) will be
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26 ¹ The Effective Date is defined, in sum, as: (1) if no objection to the Settlement is made, the date when
27 the Court has granted final approval of the Settlement, including the settlement of the PAGA claim, and
28 has entered and filed the Final Approval Order and Final Judgment contained therein; or (2) in the event
there are objections or appeals to the Settlement, the Effective Date shall be “sixty-five (65) calendar days
after the date the Court grants Final Approval to the Settlement provided there is no appeal or other pending
legal challenge to the Settlement” and/or all appeals are resolved in favor of the Settlement.

distributed to Aggrieved Employees pursuant to the Settlement Agreement. The Court directs the Settlement Administrator to distribute these amounts in accordance with the terms of the Settlement.

16. The Court orders that any settlement checks shall be valid and negotiable for 180 days from the date of issuance of the check, and that any funds associated with a check that is not negotiated within 180 days of mailing to a Settlement Class Member shall be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, in the name of the Settlement Class Member to whom the check was issued, until such time that they claim their property.

17. Upon the Effective Date and Defendants' full funding of the GSA, Plaintiff and each Settlement Class Member who did not timely opt-out of the Settlement, including each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall release all claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief against Defendants, including each of their respective members, officers, directors, shareholders, partners, owners, investors, assigns, attorneys, insurers, agents, independent contractors, employees, joint employers, staffing companies, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind, and related parties (the "Released Parties"), that have been asserted, arise out of, or could have been asserted based on the allegations in, collectively, Plaintiff's January 24, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a), and Plaintiff's March 19, 2025 and June 4, 2025 Supplemental PAGA Letters, the Class Action Complaint filed in the Action on January 24, 2024, the First Amended Class and Representative Action Complaint filed in the Action on April 2, 2024, and the Second Amended Class and Representative Action Complaint filed in the Action on August 27, 2025, whether under federal, state, or common law ("Released Claims"). By way of illustration only, the Released Claims include all types of relief available for the above-referenced claims and theories of relief, including, without limitation, claims for: (1) failure to pay all overtime wages; (2) minimum wage

violations; (3) off-the-clock work due to factors including time rounding, being contacted while off work or on a break, waiting in line to clock in/out, arriving to work early to find parking or undergo COVID-19 or other screening protocols; (4) meal period violations including failure to pay meal period premiums at the regular rate of pay; (5) rest period violations including failure to pay rest period premiums at the regular rate of pay; (6) failure to reimburse necessary business expenditures; (7) wage statement violations; (8) waiting time penalties; (9) unfair competition pursuant to California Business and Professions Code section 17200, *et seq.*; (10) violation of California Labor Code section 2698, *et seq.* (PAGA); and (11) failure to provide personnel file and payroll records. This release shall run from January 24, 2020, through the close of the Class Period.

18. In addition, upon the Effective Date and Defendants' full funding of the GSA, Plaintiff, the Aggrieved Employees, on behalf of themselves and each of their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California shall release all PAGA claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief under the PAGA against Defendants and the Released Parties that have been asserted, arise out of, or could have been asserted based on the allegations in the PAGA Notice letter sent by Haines Law Group to the LWDA and Defendants, the Class Action Complaint filed in the Action on January 24, 2024, the First Amended Class and Representative Action Complaint filed in the Action on April 2, 2024 and the Second Amended Class and Representative Action Complaint filed in the Action ("PAGA Released Claims"). This release shall run from March 21, 2022, through the close of the PAGA Period.

19. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of

1 judgment.” The Settlement Administrator shall post this Final Judgement on its website for at
2 least 180 days.

3 20. The Settlement Administrator shall file a declaration regarding the disbursement
4 of Settlement funds on or before August 20, 2027. A Non-Appearance Case Review re filing of
5 declaration regarding disbursement of Settlement funds is set for August 24, 2027.

6 21. The Court will retain jurisdiction to enforce the Settlement, this Final Approval
7 Order, and the Final Judgment entered in connection with the Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: _____, 2026

Honorable William F. Highberger
Judge of the Superior Court