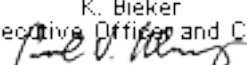


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VENTURA SUPERIOR COURT

FILED

07/15/2025

K. Bieker
 Executive Officer and Clerk

 Cristal Alvarez

Attorneys for Plaintiffs Gilbert Villegas and Andrew Bojorquez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF VENTURA**

GILBERT VILLEGAS, and ANDREW
 BOJORQUEZ, each individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

CIDA SLEEP SYSTEMS, a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 2023CUOE017908

CLASS AND REPRESENTATIVE ACTION

~~[Hon. Maureen M. Houska, Dept. 20]~~
~~Hon. Charmaine H. Euehner Dept. J4~~
**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF CLASS ACTION
 AND PAGA SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
 Memorandum of Points and Authorities, the
 Declaration of Kane Moon, the Declaration of
 Plaintiff Gilbert Villegas, the Declaration of
 Plaintiff Andrew Bojorquez, the Declaration of
 Garvin Brown, and [Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: July 7, 2025
 Time: 8:20 a.m.
 Dept.: 20

Complaint filed: December 20, 2023
 Trial date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On February 18, 2025, the Court entered an Order which granted Plaintiffs' Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between plaintiffs Gilbert Villegas and Andrew Bojorquez ("Plaintiffs")
8 and defendant Cida Sleep Systems ("Defendant" and together with Plaintiffs, the "Parties"), in
9 accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice
10 ("Settlement," or "Settlement Agreement"). The Settlement was attached as **Exhibit 1** to the
11 Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class Action and
12 PAGA Settlement that was filed on June 11, 2025.

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

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

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

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

26 2. Plaintiffs' Motion for Final Approval came before Department 20 of this Court, the
27 Honorable Maureen M. Houska presiding, on July 7, 2025.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the one opt-out from the Settlement and the absence of
9 any objections to the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for
10 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class”):
12 “all persons who worked for the Defendant in California as an hourly, non-exempt employee at any
13 time during the period from December 20, 2019 through February 18, 2025.”

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

18 6. The release of the PAGA claims shall bind the following individuals (“Aggrieved
19 Members”): “any non-exempt, hourly-paid employee of the Defendant who worked in California
20 during the period from December 17, 2022 to February 18, 2025.”

21 7. The Court finds that Plaintiffs have exhausted all administrative remedies required
22 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
23 general with respect to the PAGA claims being released under the Settlement. The Court further
24 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
25 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
26 therefore bound by this Final Approval Order.

27 8. The deadline to submit a Request for Exclusion or to submit written objections to the
28 Settlement was May 9, 2025.

1 9. One Request for Exclusion was received from Eric B. Vahl. Accordingly, this
2 individual is excluded from the Class, and 118 Class Members remain in the Class and are bound by
3 this Final Approval Order and the accompanying Judgment.

4 10. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
6 opportunity to object to the Settlement. No written objections were received, and no Class Members
7 appeared at the Final Approval Hearing to present any objections.

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

16 12. Effective on the date when the Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
19 Parties as follows (Settlement, ¶ 5.):

20 a. “Released Parties” means: Defendant and its affiliated individuals and entities,
21 and each their respective (current and former) subsidiaries, officers, directors,
22 members, partners, owners, shareholders, investors, employees, agents, servants,
23 attorneys, assigns, independent contractors, clients, predecessors, successors,
24 parent companies and organizations, insurers, and any all other persons, firms,
25 and corporations in which Defendant may have an interest or which may have an
26 interest in Defendant, whether previously or hereafter affiliated in any manner.
27 (Settlement, ¶ 1.41.)

28 b. Plaintiffs’ Release. Each of the Plaintiffs and their respective former and present

1 spouses, family members, representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns generally, release and discharge Released
3 Parties from all claims, causes of action, damages, liabilities, penalties, attorneys,
4 fees, costs, and transactions, or that occurred at any time up through the Effective
5 Date, including, without limitation, claims under the Industrial Welfare
6 Commission Wage Orders, the California Labor Code; Title VII of the Civil
7 Rights Act of 1964; 42 U.S.C. § 1981; the Family and Medical Leave Act, the
8 California Family Rights Act, the Americans With Disabilities Act; the Fair
9 Labor Standards Act; the California Unfair Competition Law (Cal. Bus. & Prof.
10 Code § 17200 et seq.); the California Fair Employment and Housing Act; the
11 California Government Code; and any federal, state, local, civil, statutory,
12 regulatory, or common laws; and any claims for interest, attorneys' fees, and/or
13 costs. This includes, without limitation, all claims of whatever kind of nature
14 arising out of or in any way related to Plaintiffs' employment with the Released
15 Parties or separation therefrom, and all tort and contract claims of any kind.
16 ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or
17 actions to enforce this Agreement, or to any claims for vested benefits,
18 unemployment benefits, disability benefits, social security benefits, workers'
19 compensation benefits. Plaintiffs acknowledge that Plaintiffs may discover facts
20 or law different from, or in addition to, the facts or law that Plaintiffs now know
21 or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and
22 remain effective in all respects, notwithstanding such different or additional facts
23 or Plaintiffs' discovery of them. (Settlement, ¶ 5.1.)

24 1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

25 For purposes of Plaintiffs' Release, each of the Plaintiffs expressly
26 waive and relinquishes the provisions, rights, and benefits, if any, of
27 section 1542 of the California Civil Code, which reads: A general release
28 does not extend to claims that the creditor or releasing party does not

1 know or suspect to exist in his or her favor at the time of executing the
2 release, and that if known by him or her would have materially affected
3 his or her settlement with the debtor or Released Party. (Settlement, ¶
4 5.1.1.)

5 c. Release by Participating Class Members Who Are Not Aggrieved Employees: All
6 Participating Class Members, on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors,
8 and assigns, release the Released Parties from all claims, charges, complaints,
9 liens, demands, causes of action, obligations, damages, penalties, attorneys' fees,
10 costs, and liabilities that were alleged, or could have been alleged, in the
11 Operative Complaint and/or PAGA Notices based on the facts, circumstances,
12 transaction, events, occurrences, acts, disclosures, statements omissions or
13 failures to act alleged, regardless of whether such claims arise under federal, state
14 and/or local law, statute, ordinance, regulation, common law, or other source of
15 law. The Released Claims specifically include, without limitation, claims for
16 failure to pay minimum wage, failure to pay overtime, failure to provide real and
17 meal periods and premiums, failure to indemnify necessary business expenses,
18 failure to pay final wages at termination, failure to provide timely and accurate
19 itemized wage statements, unfair business practices, and any and all penalties,
20 interest and attorneys' fees and costs for such claims. Except as set forth in
21 Sections 5.1 and 5.3 of the Settlement Agreement, Participating Class Members
22 do not release any other claims, including claims for vested benefits, wrongful
23 termination, violation of the Fair Employment and Housing Act, unemployment
24 insurance, disability, social security, workers' compensation, or claims based on
25 facts occurring outside the Class Period. (Settlement, ¶ 5.2.)

26 d. Release by Non-Participating Class Members Who Are Aggrieved Employees:
27 All Class Members who are Aggrieved Employees are deemed to release, on
28 behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice within the PAGA Period. (Settlement, ¶ 5.3.)

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

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

15. Defendant shall fully fund the Gross Settlement Amount of **\$120,000.00**, and fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds, in three equal installments to the Administrator paid every 45 days, with the first installment due 20 days after the Effective Date; the second installment due 45 days after the first installment is paid; and the third and final installment due 45 days after the second installment is paid.

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

17. A total amount of \$12,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the PAGA claims and distributed as follows: 75% (**\$9,000.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$3,000.00**) to the Aggrieved Members (the "Individual PAGA Payments").

18. The Court finds Plaintiffs have adequately represented the Class and therefore confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as a Participating Class Member and

1 Aggrieved, the Court approves and orders a service payment to Plaintiffs in the amount of **\$7,500.00**
2 **each**, for a total of \$15,000.00 (the "Class Representative Service Payments"), payable from the
3 Gross Settlement Amount, for their role and service as the Class Representatives, for the risks and
4 work attendant to that role, and for their general release of claims and waiver of section 1542 rights.

5 19. The Court confirms the appointment of Kane Moon, Allen Feghali, and Hyunjin Kim
6 of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
7 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiffs, other
8 Class Members, or the Administrator, and have adequately represented Class interests. The Court
9 approves and orders the payments to Class Counsel, payable from the Settlement Amount, of
10 **\$40,000.00** for reasonable attorneys' fees (the "Class Counsel Fees Payment"), and **\$3,268.11** for
11 reimbursement of out-of-pocket costs (the "Litigation Expenses Payment"). The Court finds that
12 these amounts are reasonable considering the benefits provided to the Class.

13 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
14 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
15 Administrator of **\$5,950.00** ("Administration Expenses Payment"), payable from the Gross
16 Settlement Amount, for settlement administration.

17 21. For any Class Member whose Individual Class Payment check or Individual PAGA
18 Payment check is uncashed and cancelled after 180 days after the date of mailing of such checks, the
19 Administrator shall transmit the funds represented by such checks to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
21 subject to the requirements of California Code of Civil Procedure Section 384(b).

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.

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 the Administrator are ordered to
26 carry 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 Rules of Court Rule 3.769, *et seq.* and California Code of Civil

1 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
2 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
3 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
4 by law.

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

10 26. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
11 April 28, , 2026 at 8:30 a.m. in Department ^{J4}~~20~~. Class Counsel is ordered to file a
12 final report and declaration regarding distribution no later than April 7, 2026.

13 **IT IS SO ORDERED.**

14 DATE: 07/07/2025



THE HON. MAUREEN M. HOUSKA
Judge of the Superior Court, Ventura County
Charmaine H Buehner