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

JEROME JORDAN, individually, and on behalf
 of all others similarly situated,

Plaintiff,

vs.

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

Defendants .

Case No.: 24STCV27666

[Assigned for all purposes to Hon. Timothy P.
 Dillon, Dept. 15]

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

[Filed with Plaintiff's Notice of Motion and
 Motion for Final Approval, the Declaration of
 Kane Moon, the Declaration of Plaintiff, the
 Declaration of Nathalie Hernandez, and
 [Proposed] Judgment]

FINAL APPROVAL HEARING

Date: August 17, 2026

Time: 10:00 a.m.

Dept: 15

Judge: Hon. Timothy P. Dillon

Action Filed: October 22, 2024

Trial Date: Not Set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

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

3 On February 23, 2026, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action Settlement, granted conditional class certification, approved
5 the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Jerome Jordan ("Plaintiff") and Defendant Project Access, Inc.
8 ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action
9 and PAGA Settlement Agreement and Class Notice ("Settlement"). The Settlement is attached as
10 **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of
11 Class Action and PAGA Settlement Agreement and Class Notice.

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

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

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

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

25 2. Plaintiff's Motion for Final Approval came before Department 15 of this Court, the
26 Honorable Timothy Patrick Dillon presiding, on August 17, 2026.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

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

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons employed by Defendant as hourly-paid or non-exempt employees in the State
12 of California at any time from October 22, 2020, to October 6, 2025. (Settlement, ¶¶ 1.5, 1.12.)

13 5. The release of the Released PAGA Claims shall bind the following individuals
14 (“Aggrieved Employees”): all persons employed by Defendant in the State of California and classified
15 as hourly-paid or non-exempt employees while they worked for Defendant from October 23, 2023,
16 through October 6, 2025. (Settlement, ¶¶ 1.4, 1.30)

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

23 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
24 Settlement was May 26, 2026.

25 8. No Request for Exclusion was received. Accordingly, no individual is excluded from
26 the Class, and 181 Class Members remain in the Class and are bound by this Final Approval Order
27 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 Class Notice, which was attached as Exhibit A to the Settlement and provided to
5 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
6 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the proceedings
8 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
9 requirements of due process and provided the Class Members with adequate instructions and a variety
10 of means to obtain additional information.

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

15 a. “Released Parties” means: Defendant, and any predecessor, successor, subsidiary,
16 parent, or affiliated or related entity, and each of its former and present owners,
17 managerial employees, agents, shareholders, insurers, attorneys, assigns,
18 directors, and/or officers. (Settlement, ¶, 1.40.)

19 b. Plaintiff’s Release. Plaintiff and his 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 Plaintiff’s PAGA
26 Notice, or ascertained during the Action and released under 5.3 of the Settlement.
27 (“Plaintiff’s Release”) (Settlement, ¶ 5.1.) Plaintiff’s Release does not extend to
28 any claims or actions to enforce this Agreement, or to any claims for vested

1 benefits, unemployment benefits, disability benefits, social security benefits,
2 workers' compensation benefits that arose at any time, or based on occurrences
3 outside the Class Period. (*Id.*) Plaintiff acknowledges that Plaintiff may discover
4 facts or laws different from, or in addition to, the facts or law that Plaintiff now
5 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
6 be and remain effective in all respects, notwithstanding such different or
7 additional facts or Plaintiff's discovery of them. (*Id.*)

8 1) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For
9 purposes of Plaintiff's Release, Plaintiff expressly waives and
10 relinquishes the provisions, rights, and benefits, if any, of section 1542
11 of the Civil Code, which reads: A general release does not extend to
12 claims that the creditor or releasing party does not know or suspect to
13 exist in his or her favor at the time of executing the release, and that if
14 known by him or her would have materially affected his or her
15 settlement with the debtor or released party. (Settlement, ¶ 5.1.1.)

16 c. Release by Participating Class Members: All Participating Class Members, on
17 behalf of themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns, release Released
19 Parties from all claims that were alleged, or reasonably could have been alleged,
20 based on the Class Period, including, without limitation, any and all claims
21 involving: (a) any alleged failure to pay minimum wages (Lab. Code §§ 204,
22 1194, 1194.2, and 1197); (b) any alleged failure to pay overtime compensation
23 (Lab. Code §§ 1194 and 1198); (c) any alleged failure to provide meal periods
24 (Lab. Code §§ 226.7, 512); (d) any alleged failure to authorize and permit rest
25 breaks (Lab. Code §§ 226.7); (e) any alleged failure to indemnify necessary
26 business expenses (Lab. Code § 2802); (f) any alleged failure to timely pay final
27 wages at termination (Lab. Code §§ 201-203); (g) any alleged failure to provide
28 accurate itemized wage statements (Lab. Code § 226); and (h) any alleged

1 conduct constituting unfair business practices (Bus. & Prof. Code § 17200, *et*
2 *seq.*). (Settlement, ¶ 5.2.) Excluded from this portion of the release are claims for
3 PAGA penalties that were alleged, or reasonably could have been alleged, based
4 on the facts stated in the PAGA Notice. (*Id.*) Participating Class Members do not
5 release any other claims, including claims for vested benefits, wrongful
6 termination, violation of the Fair Employment and Housing Act, unemployment
7 insurance, disability, social security, workers' compensation, or claims based on
8 facts occurring outside the Class Period. (*Id.*)

9 d. PAGA Release: The State of California, and anyone purporting to act on its
10 behalf, including Plaintiff and all Aggrieved Employees, are deemed to release,
11 on behalf of themselves and their respective former and present representatives,
12 agents, attorneys, administrators, successors and assigns, the Released Parties
13 from all claims for civil penalties under PAGA, based on the facts and Labor
14 Code sections that were alleged or reasonably could have been alleged in
15 Plaintiff's PAGA Notice of violations and the Operative Complaint and
16 ascertained in the course of the Action. (Settlement, ¶ 5.3.)

17 e. Release by Class Counsel. Class Counsel releases all claims relating to the
18 Action, including any claims for costs or fees not awarded by the Court.
19 (Settlement, ¶ 5.4.)

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

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

27 14. Defendant shall fully fund the Gross Settlement Amount (\$280,000.00), and also fund
28 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to

1 the Administrator within 14 days of the Effective Date.

2 15. No later than 14 days after Defendant funds the Gross Settlement Amount, the
3 Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA
4 PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
5 Representative Service Payment, and Administration Expenses Payment.

6 16. A total amount of \$25,000.00 shall be allocated as the “PAGA Penalties,” payable
7 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
8 follows: 65% (**\$16,250.00**) to the LWDA (“the LWDA PAGA Payment”) and 35% (**\$8,750.00**) to
9 Aggrieved Employees (the “Individual PAGA Payments”).

10 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms
11 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
12 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
13 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the
14 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for his
15 significant contributions and participation throughout all stages of the litigation, for the risks and
16 duties attendant to his role as the Class Representative, and for his general release of claims against
17 the Released Parties.

18 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
19 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
20 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
21 adequately represented Class interests. The Court approves and orders the payments to Class
22 Counsel, payable from the Gross Settlement Amount, of **\$93,333.33** for reasonable attorneys’ fees
23 (the “Class Counsel Fees Payment”), and **\$16,739.26** for reimbursement of out-of-pocket costs (the
24 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
25 considering the benefits provided to the Class.

26 19. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
27 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
28 Settlement Administrator of **\$6,250.00** (“Administration Expenses Payment”), payable from the

1 Gross Settlement Amount, for settlement administration.

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

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

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

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

15 24. Following entry of the concurrently filed Judgment, and without affecting the finality
16 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
17 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
18 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
19 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
20 by law.

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

26 26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
27 08/20/2027 at 4 PM in **Department 15**. Class Counsel are ordered to file a final
28 report and declaration by the Administrator regarding settlement distribution no later than ~~five (5)~~^{two (2)}

1 court days prior to the Compliance Hearing. No appearance will be required at the Compliance
2 Hearing if the Administrator's declaration reports that all the distributions under the Agreement are
3 complete.

4 **IT IS SO ORDERED.**

5 DATE: 08/17/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over the printed name of the judge.

THE HON. TIMOTHY PATRICK DILLON
Judge of the Superior Court, Los Angeles County
Timothy Patrick Dillon / Judge