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FILED
Superior Court of California
County of Los Angeles
10/08/2025

David W. Slayton, Executive Officer / Clerk of Court
By: L. McGreené Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NOE ARMENDARIZ, on behalf of similarly
aggrieved employees, and the State of California,

Plaintiff,

vs.

KINKISHARYO INTERNATIONAL, LLC, *et*
al.,

Defendants.

Case No.: 19STCV32237

[Assigned to the Hon. Carolyn B. Kuhl, Dept. 12]

CLASS ACTION

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

Date: October 8, 2025
Time: 10:30 a.m.
Courtroom: Dept. 12
Judge: Hon. Carolyn B. Kuhl

Action Filed: September 11, 2019
Removed: October 11, 2019
Remanded: December 3, 2024
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing upon plaintiff NOE ARMENDARIZ's Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement;" the terms of the settlement reflected in the Agreement, as implemented by this Final Approval Order and Judgment, are referred to as the "Settlement"). (*See* Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice process as discussed in the Motion for Final Approval of Class and Representative Action Settlement, the supporting Declarations, the record in this action, having heard the argument of Counsel for the Parties, and good cause appearing, the Court Orders:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Agreement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$1,000,000.00 (employer-side taxes separate)
Settlement Administration (requested)	\$7,950.00
Requested Attorney's Fees (one third of GSA)	\$333,333.33
Requested Costs (requested)	\$27,178.25
PAGA Penalty Allocation	\$100,000.00
Requested Class Representative Service Payment	\$10,000.00
Estimated Net Settlement Amount	\$521,538.42

1 The amounts awarded by the Court are set forth below.

2 4. The Parties' Settlement is granted final approval as it meets the criteria for final settlement
3 approval. In granting final approval of the class and representative action settlement, the Court has
4 considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved
5 in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135
6 Cal. App. 4th 706 (2006). For purposes of the Settlement and final approval of the Settlement of the
7 Action, the Court finds that the terms of the proposed class and representative action Settlement are fair,
8 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. For this purpose, the
9 Settlement falls within the range of possible approval as fair, adequate and reasonable; appears to be the
10 product of arm's-length and informed negotiations; and treats all Class Members fairly. The Settlement
11 Class meets the requirements for conditional certification for settlement purposes only under Code of
12 Civil Procedure § 382.

13 5. The Class Notice provided to the Settlement Class conforms with the requirements of
14 Code of Civil Procedure § 382, Rules of Court 3.766 and 3.769, the California and United States
15 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
16 circumstances, by providing individual notice to all Class Members who could be identified through
17 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
18 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of Due
19 Process.

20 6. The following persons are certified as Class Members solely for the purpose of entering
21 a Settlement in this matter:

22 All persons employed by Defendant as an hourly-paid, non-exempt employee in the
23 state of California during the Class Period (the "Class Period" is the period from
24 September 11, 2015 to September 6, 2024). "Participating Class Member" means a
Class Member who does not submit a valid and timely Request for Exclusion from the
Class portion of the Settlement.

25 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.) No Class Members requested exclusion from the Class. All Class
26 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
27 the Action.
28

7. For settlement purposes, only, plaintiff NOE ARMENDARIZ (“Plaintiff”) is appointed as the Class Representative.

8. The Court finds that counsel for Plaintiff are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Action. Kane Moon, H. Scott Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

9. All persons employed by Defendant KINKISHARYO INTERNATIONAL, LLC (“Defendant”) as an hourly-paid, non-exempt employee in the state of California during the PAGA Period (September 11, 2018, to September 6, 2024) are “Aggrieved Employees” for purposes of distributing the \$25,000.00 allocated from the PAGA Penalties to Individual PAGA Payments.

10. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and compensation to the Participating Class Members and PAGA Members shall be implemented pursuant to the terms of the Settlement and this Final Approval Order.

12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class Member and/or PAGA Aggrieved Employee, and in recognition of the Plaintiff’s efforts on behalf of the Class, the Court approves the payment of Class Representatives Service Payment to Plaintiff in the amount of \$10,000.00.

13. The Court approves the payment of attorneys’ fees to Class Counsel (“Class Counsel Fees Payment”) in the total amount of \$333,333.33. Litigation expenses in the total amount of \$27,178.25 to Class Counsel (“Class Counsel Litigation Expenses Payment”) are approved. The fee award is appropriate in light of the benefit obtained for the class.

14. The Court approves and orders payment in the amount of \$7,950.00 to ILYM Group, Inc. (“Administration Expenses Payment”), for performance of its services as the Administrator.

15. Upon completion of administration of the Settlement, Class Counsel shall cause to be filed a declaration stating that all amounts payable under the Agreement and this Order have been paid and that the terms of the Settlement have been completed.

16. The Court sets a non-appearance case review regarding compliance with all fund

distribution requirements under the Settlement for June 15, 2026, at _____, in
Dept. 12 of the above-entitled Court. A Final Report, including any declaration from the Administrator
regarding compliance, shall be filed with the Court no later than 5 days prior to that date.

17. The Court approves and orders payment in the amount of \$75,000.00 (“LWDA PAGA
Payment”) to the Labor and Workforce Development Agency (“LWDA”) in compromise of claims
under PAGA.

18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties¹ as
follows:

All Participating Class Members, on behalf of themselves and their respective former
and present representatives, agents, attorneys, heirs, administrators, successors, and
assigns, release all claims against Released Parties as follows: (i) all claims, causes of
action and factual or legal theories that that were alleged on behalf of Class Members in
the Actions, or reasonably could have been alleged based on the facts and legal theories
encompassed by the Class Period as stated in the Operative Complaint, including but
not limited to California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226,
226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and
2698 et seq., as well as Industrial Welfare Commission (IWC) Wage Orders § 7(A)(3)
and § 7(A)(5). Excluded from this portion of the release are claims for PAGA penalties
that were alleged, or reasonably could have been alleged, based on the PAGA Period
facts stated in the PAGA Notice. Except as set forth in Section 5.3 of [the] Agreement,
Participating Class Members do not release any other claims, including claims for
vested benefits, wrongful termination, violation of the Fair Employment and Housing
Act, unemployment insurance, disability, social security, workers’ compensation, or
claims based on facts occurring outside the Class Period.

19. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
Plaintiff, on his own behalf and on behalf of the State of California, and all Class Members who are
Aggrieved Employees, will release claims against all Released Parties as follows:

All Aggrieved Employees are deemed to release, on 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

¹ “Released Parties” means Defendant, and any predecessor, successor, subsidiary, parent, or affiliate
as defined by Corporations Code § 150, and each of their supervisory/managerial employees, managing
agents, shareholders, representatives, administrators, fiduciaries, trustees, members, directors, officers,
present and former owners, investors, insurers, assigns, and/or partners.

1 were alleged, or reasonably could have been alleged, based on or in any way related to
2 the facts, legal theories, and Labor Code sections stated in the PAGA Notice and
3 Operative Complaint in the PAGA Matter, including but not limited to California Labor
4 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174,
5 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq., as well as Industrial
6 Welfare Commission (IWC) Wage Orders § 7(A)(3) and § 7(A)(5).²

7 20. Class Counsel are ordered to give notice of this final Order and Judgment to the LWDA,
8 pursuant to Labor Code § 2699(1)(3).

9 21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
10 in the Agreement.

11 22. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice
12 to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its
13 website.

14 23. The Court retains jurisdiction to consider all further applications arising out of or in
15 connection with the Settlement.

16 **IT IS SO ORDERED.**

17 10/08/2025

18 Dated: _____



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

27
28 ² The PAGA Matter (or PAGA Action) is the related matter of *Armendariz v. Kinkisharyo International, L.L.C.*, Los Angeles Superior Court, Case No. 19STCV46736.