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on behalf of herself and of all others similarly situated

FILED
Superior Court of California
County of Los Angeles

07/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE

SARAH SHEMAE KIM, on behalf of herself
and of all others similarly situated,

Plaintiff,

v.

BAREFOOT DREAMS, INC., a California
corporation; THE WORKSHOP LA, LLC., a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV03111

[Assigned for all purposes to the Hon. Theresa
M. Traber in Dept. 1]

~~[PROPOSED]~~ **JUDGMENT**

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the Parties’ Class Action and PAGA Settlement Agreement (“Settlement” or
7 “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 2. The Settlement Class (“Class” or “Class Members”) defined as: all current and former
10 employees of defendant Barefoot Dreams, Inc. (“Barefoot”) who worked for Barefoot in a non-
11 exempt position in California at any time during the period between February 14, 2019 through
12 November 10, 2023 (“Class Period”) and all current and former employees of defendant The
13 Workshop LA, LLC (“WLA” and with Barefoot, “Defendants”) who were assigned by WLA to
14 perform work for Barefoot in a non-exempt position in California at any time during the Class
15 Period.

16 3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
17 objected to the Settlement; thus, all Class Members are Participating Class Members.

18 4. Defendants shall fully fund the Gross Settlement Amount of \$300,169.35, and also fund
19 the amounts necessary to fully pay Defendants’ share of payroll taxes owed on the Wage Portion of
20 Individual Class Payments, by transmitting the funds to the Settlement Administrator no later than
21 fourteen (14) days after the Effective Date. The “Effective Date” means the first date by which all
22 of the following have occurred: (a) Defendants have not exercised their right to withdraw from the
23 Settlement pursuant to Paragraph 9; (b) the Court enters a Judgment on its Order Granting Final
24 Approval of the Settlement; and (c) the Judgment is final.

25 5. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff,
26 the Labor and Workforce Development Agency (“LWDA”), Participating Class Members, and
27
28

1 Aggrieved Employees¹ pursuant to the Order Granting Final Approval.

2 6. For any Class Member whose Individual Class Payment or Individual PAGA Payment
3 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
4 represented by such checks to the California State Controller's Office, Unclaimed Property
5 Division, in the name of the Class Member, thereby leaving no "unpaid residue" subject to the
6 requirements of California Code of Civil Procedure section 384, subd. (b).

7 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
8 entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Total
9 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all
10 Participating Class Members, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors and assigns, release the
12 Released Parties from all claims that were alleged or reasonably could have been alleged based on
13 the facts stated in the Operative Complaint including, that Defendants failed to pay all wages due,
14 including minimum wages and overtime; pay split shift premiums and reporting time pay; provide
15 meal periods, rest periods, and cooldown periods; pay meal period, rest period, and cooldown period
16 premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage
17 statements; reimburse necessary business expenses; provide and permit employees to use paid sick
18 leave as required under applicable law; timely pay all wages due during employment and upon
19 separation; timely pay wages owed to temporary workers; pay accrued unused vacation wages upon
20 separation; furnish documents signed to obtain or hold employment; reimburse deposits made
21 together with interest owed upon separation; and comply with the notice requirements of the Wage
22 Theft Protection Act of 2011; unlawfully deducted from wages; and conducted unlawful background
23 checks ("the Class Release Claims"). The Class Release Claims include but are not limited to claims
24 brought under California Labor Code sections 201-205.5, 210, 212-213, 218.6, 221, 223, 226, 226.3,
25 226.7, 227.3, 245 *et seq.*, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5,

26 _____
27 ¹ "Aggrieved Employees" means all current and former employees of Barefoot who worked for Barefoot in a non-
28 exempt position in California at any time during the period from February 10, 2022 through the end of the Class Period
("PAGA Period") and all current and former employees of WLA who were assigned by WLA to perform work for
Barefoot in a non-exempt position in California at any time during the PAGA Period.

1 1199, 2698 *et seq.*, and 2802, 2810.3, 2810.5, California Business & Professions Code sections
2 17200-17208, and the applicable portions of the Industrial Welfare Commission Wage Order. The
3 Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief
4 under the California Labor Code; relief from unfair competition under California Business and
5 Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

6 8. Effective only upon the entry of an Order granting Final Approval of the Settlement,
7 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Total
8 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff, all
9 Aggrieved Employees, and, to the extent permitted by law, the State of California, will release any
10 and all known and unknown claims for civil penalties under PAGA against Barefoot, WLA, and the
11 other Released Parties that arise out of or reasonably relate to the allegations in the Operative
12 Complaint and/or PAGA Notice that, during the PAGA Period, Defendants failed to pay all wages
13 due, including minimum wages and overtime; pay split shift premiums and reporting time pay;
14 provide meal periods, rest periods, and cooldown periods; pay meal period, rest period, and
15 cooldown period premiums at the regular rate of pay; provide suitable seating; maintain accurate
16 records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide
17 and permit employees to use paid sick leave as required under applicable law; timely pay all wages
18 due during employment and upon separation; timely pay wages owed to temporary workers; pay
19 accrued unused vacation wages upon separation; furnish a safe and healthy place of employment
20 and/or proper sanitation and sanitation facilities; furnish and use safety devices and safeguards, and
21 adopt safe and healthful practices; provide proper notice of actual and potential events related to or
22 arising from COVID-19; and comply with the notice requirements of the Wage Theft Protection Act
23 of 2011; unlawful restraints on competition, whistleblowing, freedom of speech, and/or lawful off-
24 duty conduct; and maintained a policy or practice of improperly using salary history information in
25 employment decisions and/or requiring unlawful waivers as a condition of employment (the
26 "Released PAGA Claims" or "PAGA Release"). The Released PAGA Claims include but are not
27 limited to claims arising under California Labor Code sections 96, 98, 201-205.5, 212-213, 221,
28 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 432 *et seq.*, 510, 512, 558, 1102.5, 1174,

1 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698 et seq., 2802, 2810.3, 2810.5,
2 3366, 6401 et seq., 6432, and 8397.4, California Business and Professions Code sections 16600 et
3 seq., 16700 et seq., and 17200 et seq., California Government Code section 12952, and the Industrial
4 Welfare Commission Wage Order. The PAGA Release applies to all Aggrieved Employees, and all
5 Aggrieved Employees will receive an Individual PAGA Payment, regardless of whether they elect
6 not to participate in the Settlement.

7 9. The “Released Parties” means Defendants and any of Defendants’ present and former
8 parents, subsidiaries and affiliated companies or entities and their respective officers, directors,
9 employees, partners, shareholders and agents, and any other successors, assigns and legal
10 representatives and its related persons and entities.

11 10. This document shall constitute a Judgment for purposes of California Rules of Court,
12 Rule 3.769(h).

13 11. Without affecting the finality of this Judgment in any way, this Court hereby retains
14 continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement
15 and all orders and judgments entered in connection therewith.

16
17 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



A handwritten signature in black ink, appearing to read "Theresa M. Traber".

18
19 Dated: July 2, 2026

Theresa M. Traber / Judge
Judge of the Superior Court