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on behalf of herself and all others similarly situated and aggrieved

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 and
aggrieved,

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]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

FILED

Superior Court of California
County of Los Angeles

07/02/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 This matter having come before the Court on July 2, 2026 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order")
3 of the class and representative action settlement upon the terms set forth in the Class and PAGA
4 Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") submitted in
5 support of the Motion for Preliminary Approval of Class and Representative Action Settlement and
6 Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having
7 been given to the Class Members as required in the Preliminary Approval Order; and the Court
8 having considered all papers filed and proceedings had herein and otherwise being fully informed
9 and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED**
10 **THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class ("Settlement Class,"
19 "Settlement Class Members" or "Class Members") for the purpose of settlement only: all current
20 and former employees of defendant Barefoot Dreams, Inc. ("Barefoot") who worked for Barefoot
21 in a non-exempt position in California at any time during the period between February 14, 2019
22 through November 10, 2023 ("Class Period") and all current and former employees of defendant
23 The Workshop LA, LLC ("WLA" and with Barefoot, "Defendants") who were assigned by WLA
24 to perform work for Barefoot in a non-exempt position in California at any time during the Class
25 Period.

26 5. "Plaintiff" refers to plaintiff Sarah Shemae Kim.

27 6. The parties released shall include: Defendants and any of Defendants' present and
28 former parents, subsidiaries and affiliated companies or entities and their respective officers,

1 directors, employees, partners, shareholders and agents, and any other successors, assigns and legal
2 representatives and its related persons and entities.

3 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
4 entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Total
5 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all
6 Participating Class Members, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors and assigns, release the
8 Released Parties from all claims that were alleged or reasonably could have been alleged based on
9 the facts stated in the Operative Complaint including, that Defendants failed to pay all wages due,
10 including minimum wages and overtime; pay split shift premiums and reporting time pay; provide
11 meal periods, rest periods, and cooldown periods; pay meal period, rest period, and cooldown
12 period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized
13 wage statements; reimburse necessary business expenses; provide and permit employees to use paid
14 sick leave as required under applicable law; timely pay all wages due during employment and upon
15 separation; timely pay wages owed to temporary workers; pay accrued unused vacation wages upon
16 separation; furnish documents signed to obtain or hold employment; reimburse deposits made
17 together with interest owed upon separation; and comply with the notice requirements of the Wage
18 Theft Protection Act of 2011; unlawfully deducted from wages; and conducted unlawful
19 background checks ("the Class Release Claims"). The Class Release Claims include but are not
20 limited to claims brought under California Labor Code sections 201-205.5, 210, 212-213, 218.6,
21 221, 223, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
22 1197, 1197.1, 1197.5, 1199, 2698 *et seq.*, and 2802, 2810.3, 2810.5, California Business &
23 Professions Code sections 17200-17208, and the applicable portions of the Industrial Welfare
24 Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties,
25 civil penalties, or other relief under the California Labor Code; relief from unfair competition under
26 California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and
27 interest.

1 8. Effective only upon the entry of an Order granting Final Approval of the Settlement,
2 entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Total
3 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff, all
4 Aggrieved Employees, and, to the extent permitted by law, the State of California, will release any
5 and all known and unknown claims for civil penalties under PAGA against Barefoot, WLA, and the
6 other Released Parties that arise out of or reasonably relate to the allegations in the Operative
7 Complaint and/or PAGA Notice that, during the PAGA Period, Defendants failed to pay all wages
8 due, including minimum wages and overtime; pay split shift premiums and reporting time pay;
9 provide meal periods, rest periods, and cooldown periods; pay meal period, rest period, and
10 cooldown period premiums at the regular rate of pay; provide suitable seating; maintain accurate
11 records; furnish accurate itemized wage statements; reimburse necessary business expenses; provide
12 and permit employees to use paid sick leave as required under applicable law; timely pay all wages
13 due during employment and upon separation; timely pay wages owed to temporary workers; pay
14 accrued unused vacation wages upon separation; furnish a safe and healthy place of employment
15 and/or proper sanitation and sanitation facilities; furnish and use safety devices and safeguards, and
16 adopt safe and healthful practices; provide proper notice of actual and potential events related to or
17 arising from COVID-19; and comply with the notice requirements of the Wage Theft Protection Act
18 of 2011; unlawful restraints on competition, whistleblowing, freedom of speech, and/or lawful off-
19 duty conduct; and maintained a policy or practice of improperly using salary history information in
20 employment decisions and/or requiring unlawful waivers as a condition of employment (the
21 "Released PAGA Claims" or "PAGA Release"). The Released PAGA Claims include but are not
22 limited to claims arising under California Labor Code sections 96, 98, 201-205.5, 212-213, 221,
23 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 432 *et seq.*, 510, 512, 558, 1102.5, 1174,
24 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698 *et seq.*, 2802, 2810.3, 2810.5,
25 3366, 6401 *et seq.*, 6432, and 8397.4, California Business and Professions Code sections 16600 *et*
26 *seq.*, 16700 *et seq.*, and 17200 *et seq.*, California Government Code section 12952, and the Industrial
27 Welfare Commission Wage Order. The PAGA Release applies to all Aggrieved Employees, and all
28

1 Aggrieved Employees will receive an Individual PAGA Payment, regardless of whether they elect
2 not to participate in the Settlement.

3 9. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
4 Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement
5 Agreement and the other matters set forth herein have been completed in conformity with the
6 Preliminary Approval Order, including individual notice to all Class Members who could be
7 identified through reasonable effort, and was the best notice practicable under the circumstances.
8 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
9 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
10 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

11 10. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
12 objected to the Settlement.

13 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
14 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
15 settlement under California law, including the provisions of Code of Civil Procedure section 382
16 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
17 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

18 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
19 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
20 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
21 as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds
22 that the Parties have conducted extensive and costly investigation and research, and counsel for the
23 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
24 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
25 be presented by the further prosecution of this Action. The Court has noted the significant benefits
26 to the Class Members under the Settlement. The Court also finds that the class is properly certified
27 as a class for settlement purposes only.

28 13. The Court approves Plaintiff Sarah Shemae Kim as Class Representatives.

1 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
2 as Class Counsel.

3 15. The Court approves ILYM Group, Inc. as the Settlement Administrator.

4 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of
5 \$100,056.45, which is one third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
6 In addition, the Court awards Class Counsel reimbursement of their costs of \$15,210.50 to be
7 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
8 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
9 Agreement.

10 17. The Court hereby approves enhancement award of \$7,500.00 to Plaintiff, in
11 consideration of his time, effort and risk incurred on behalf of the Settlement Class, and for
12 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
13 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
14 Settlement Amount as set forth in the Settlement Agreement.

15 18. The Court hereby approves the Settlement Administrator's cost in the amount of
16 \$5,850.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
17 of the settlement from the Gross Settlement Amount.

18 19. The Court hereby approves the PAGA penalties amount of \$15,000.00, of which
19 \$11,250.00 (75%) shall be paid to the LWDA and the remaining \$3,750.00 (25%) to be distributed
20 to the "Aggrieved Employees" defined as all current and former employees of Barefoot who worked
21 for Barefoot in a non-exempt position in California at any time during the period from February 10,
22 2022 through the end of the Class Period ("PAGA Period") and all current and former employees
23 of WLA who were assigned by WLA to perform work for Barefoot in a non-exempt position in
24 California at any time during the PAGA Period.

25 20. Defendants shall fully fund the Gross Settlement Amount, \$300,169.35, and also fund
26 the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to
27 the Administrator no later than fourteen (14) days after the Effective Date. The "Effective Date"
28 means the first date by which all of the following have occurred: (a) Defendants have not exercised

1 their right to withdraw from the Settlement pursuant to Paragraph 9; (b) the Court enters a Judgment
2 on its Order Granting Final Approval of the Settlement; and (c) the Judgment is final.

3 21. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the
4 Administrator will mail checks for: (1) all Individual Class Payments; (2) all individual PAGA
5 Payments; (3) the LWDA PAGA Payment; (4) Class Counsel Fees Payment; (5) Class Counsel
6 Litigation Expenses Payment; and (6) the Class Representative Service Payment; and will pay itself
7 the Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, the Class
8 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
9 precede disbursement of the Individual Class Payments and the Individual PAGA Payments.

10 22. Individual Settlement Payment and Individual PAGA Payment checks shall remain
11 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance
12 (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. For any Class
13 Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed
14 and cancelled after the Void Date, the Administrator shall transmit the funds represented by such
15 checks, plus any interest accrued thereon, to the California State Controller’s Unclaimed Property
16 Division, in the name of the Class Member thereby leaving no “unpaid residue” subject to the
17 requirements of California Code of Civil Procedure section 384, subd. (b).

18 23. The Court finds that the class settlement on the terms set forth in the Settlement
19 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
20 the released claims against Defendant.

Non-appearance

21 24. A_XHearing Re: Final Administration of the Class Action Settlement is hereby scheduled
22 for May 17, 2027 at 4:00 p.m., ~~at : : .m~~, in Department 1 of the above entitled Court. At
23 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
24 the claims have been paid and that administration of all the terms and conditions of the class action
25 settlement have been completed. Should the Court find that said declaration has sufficiently
26 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
27 Administration of the Class Action Settlement will go off-calendar.

1 25. Without affecting the finality of the Judgment in any way, pursuant to California Rules
2 of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, this Court hereby
3 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
4 Settlement and all orders and judgments entered in connection therewith.

5
6 **IT IS SO ORDERED.**

7
8 Dated: July 2, 2026



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over a horizontal line.

Theresa M. Traber / Judge
Judge of the Superior Court