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

MARISSA ELDER, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

DUMOLIN SERVICE CORPORATION, a
California corporation dba DUMOLIN
COMMUNITY LIVING; and DOES 1 through
10, inclusive,

Defendants.

Case No.: SCV-271694

*[Assigned for All Purposes to the Honorable
Christopher M. Honigsberg, Dept. 18]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

*[Filed with the Plaintiff's Notice of Motion,
Motion for Final Approval, Declaration of
Kane Moon, and Declaration of Marissa
Elder]*

FINAL APPROVAL HEARING

Date: November 7, 2025

Time: 8:30 a.m.

Dept: 18

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA
2 Action Settlement (“Motion”) of Plaintiff Marissa Elder (“Plaintiff”). This Court issued an Order
3 Granting Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement on May
4 2, 2025. Plaintiff now seeks an Order and Judgment Granting Final Approval of the same Class and
5 PAGA Settlement Agreement ("Settlement") between Plaintiff and Defendant Dumolin Service
6 Corporation dba Dumolin Community Living (“Defendant”), attached to the Declaration of Kane
7 Moon in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement as
8 **Exhibit 1.**

9 Having reviewed the Motion, the supporting Declaration of Kane Moon and Exhibits
10 therein (“Moon Decl.”), the supporting Declaration of Plaintiff Marissa Elder (“Alcala Decl.”),
11 the Class Action and PAGA Settlement Agreement (“Settlement”), the records and files in the
12 action, the absence of any written objections or requests for exclusion from the Settlement, and
13 good cause appearing,

14 **THE COURT HEREBY ORDERS AS FOLLOWS:**

15 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
16 set forth in the Settlement.

17 1. The Court has jurisdiction over all claims asserted in the action, Plaintiff, all
18 Settlement Class Members, all Aggrieved Employees, and Defendant.

19 2. The Settlement appears to have been made and entered into in good faith and
20 hereby approves the Settlement, subject to any limitations on the requested fees and
21 enhancements as set forth below.

22 3. For purposes of effectuating the Settlement, the following Class is hereby
23 certified: all individuals who worked for Defendant in California as hourly, non-exempt
24 employees at any time during the period from September 28, 2018, to the date of preliminary
25 approval of this settlement, or January 12, 2025, whichever occurs first. (Settlement, ¶¶ 1.5, 1.12.)

26 4. For purposes of effectuating the Settlement, the following Aggrieved Employees
27 are hereby certified: all individuals who worked for Defendant in California as hourly, non-
28 exempt employees at any time during the period from September 28, 2021, to the date of

preliminary approval of this settlement, or January 12, 2025, whichever occurs first. (Settlement, ¶¶ 1.4, 1.30.)

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

6. No Class Members have objected to the terms of the Settlement thus far. No Class Members have requested exclusion from the Settlement thus far. No Class Members have disputed the number of Workweeks thus far.

7. Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have, by operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Class Claims and Released PAGA Claims upon 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 Parties as follows:

a. Released Parties. Defendant and each of its former, and current owners, parents, and subsidiaries, and all of their current, and former, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

b. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay

wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200, et seq. arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except as set forth in Section 5.3 of this 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.

c. Release by Aggrieved Employees. 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 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including, e.g., (1) any and all claims involving any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements.

d. Scope of Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the

Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice, ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- e. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2. The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate and pay the Settlement Class Payments and PAGA Settlement Payments are fair and reasonable. The Settlement Administrator is authorized to pay the Settlement Class Payments and PAGA Settlement Payments to the Settlement Class Members and PAGA Employees in accordance with the terms of the Settlement.

3. Defendant shall pay the total of \$198,000.00 to resolve this litigation. Defendant will fund the settlement account on the following payment schedule: (a) one lump sum payment

1 of \$60,000.00 within 14 days of the court's final approval of the settlement, (b) 12 subsequent
2 equal installments of \$11,500.00 per month after \$60,000.00 is sent to the Settlement
3 Administrator, and (c) in no event shall the entire sum be paid in more than 18 months from
4 November 23, 2024. (Settlement, ¶ 4.3.) The Settlement Administrator shall cause the Settlement
5 Payments to be mailed to the Class Members within fourteen (14) calendar days of the receipt
6 of funding. (Settlement, ¶ 4.4.) Thereafter, Settlement Allocation shall be distributed to
7 Settlement Class Members and effectuated pursuant to the terms of the Settlement.

8 4. From the Gross Settlement Amount, Defendant shall pay 75% (or a total of
9 \$7,500.00) of the penalties awarded under the terms of the Settlement pursuant to the Labor
10 Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and
11 25% (or a total of \$2,500.00) to individual PAGA Employees. (Settlement, ¶ 1.33.)

12 5. The Court hereby confirms the appointment of Plaintiff Marissa Elder as the Class
13 Representative for this matter. From the Gross Settlement Amount, Plaintiff is awarded
14 \$7,500.00 for her service as a class representative and for her agreement to release claims.
15 (Settlement, ¶ 3.2.1.)

16 6. The Court hereby confirms Kane Moon, Enzo Nabiev, and Matthew Dial of Moon
17 Law Group, PC, as Class Counsel. The Court finds that the Class Counsel fees are reasonable
18 in light of the benefit provided to the Class. From the Gross Settlement Amount, Class Counsel
19 is awarded \$66,000.00 for their reasonable attorneys' fees. (Settlement, ¶ 3.2.2.) Class Counsel
20 is further awarded up to \$8,406.23 for their reasonable litigation costs incurred in the action.
21 (Settlement, ¶ 3.2.2.; Moon Decl., ¶¶ 12, 34, **Exhibit 4**). As with the Class Settlement Payments to
22 the Settlement Class Members, the attorneys' fees and costs approved by the Court shall be
23 distributed by the Settlement Administrator to Class Counsel within fourteen (14) calendar days
24 of the receipt of settlement funds by the Settlement Administrator.

25 7. The Court approves Settlement Administration Costs in the amount of \$5,950.00.
26 Moon Decl., ¶¶ 13, 17, **Exhibit 5**) From the Gross Settlement Amount, Defendant shall pay such
27 costs to the designated Administrator, ILYM Group, Inc.

28 8. The Notice provided to the Class conforms with the requirements of *California*

1 *Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the*
2 *circumstances, by providing individual notice to all Class Members who could be identified*
3 *through reasonable effort, as well as due and adequate notice of the proceedings and of the*
4 *matters set forth therein to the Class Members. The Notice fully satisfies the requirements of*
5 *Due Process.*

6 9. The Parties are ordered to have notice of this Final Order and Judgment sent to
7 all Settlement Class Members and PAGA Employees in accordance with *California Rules of*
8 *Court 3.771 (b)*, along with Settlement Class Payments and PAGA Settlement Payments issued
9 via First Class U.S. mail to their last known addresses and to the LWDA, pursuant to Labor
10 Code § 2699(1)(3).

11 10. The Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the Settlement, and any and all claims asserted in, arising
13 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters
14 related to the Settlement and the determination of all controversies relating thereto.

15 11. This Judgment is intended to be a final disposition of the above-captioned action
16 in its entirety and is immediately appealable.

17
18 Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered
19 in accordance with the terms of this Order. The Court sets a Non-Appearance Hearing (Case
20 Review) Re: Distribution on _____ in Department 18. Class Counsel is ordered to file
21 a final report and declaration regarding distribution no later than _____.

22 **IT IS SO ORDERED.**

23
24 DATE: _____

Honorable Christopher M. Honigsberg
Judge of the Sonoma County Superior Court