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JIHYUN KWON

FILED
Superior Court of California
County of Los Angeles

01/03/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

JIHYUN KWON, as an individual on behalf of
herself and on behalf of all others similarly
situated,

Plaintiff,

v.

WOOLTARI USA, INC., a Delaware
corporation; and DOES 1-100, inclusive,

Defendants.

Case No. 22STCV37161

Assigned for All Purposes to:
Hon. Lauren A. Seigle
Dept. SSC-17

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: January 3, 2025
Time: 9:00 a.m.
Dept.: SSC-17

1
2 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
3 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
4 regarding the Motion, hereby finds and ORDERS as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Amended Class Action and PAGA Settlement Agreement ("Settlement
8 Agreement") attached as Exhibit 1 to the Declaration of Michael Jones filed in support of
9 Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement, on or about
10 June 5, 2024, is the product of arms-length negotiations between the parties and the terms of the
11 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
12 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
13 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
14 duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its June 7,
16 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
17 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
18 non-exempt employees that worked either directly or via a staffing agency for defendant Wooltari
19 USA, Inc. ("Wooltari") at any location in California at any time during the Class Period of
20 November 23, 2018 to September 11, 2023.

21 3. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, release Released Parties from (i) all claims that were
24 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Class
25 Action lawsuit First Amended Complaint, including: (1) unpaid minimum wages and liquidated
26 damages; (2) unpaid overtime wages; (3) failure to provide meal periods; (4) failure to provide
27 rest periods; (5) failure to furnish accurate wage statements; (6) failure to timely pay all wages due
28 upon separation of employment; (7) failure to provide one day of rest for every workweek; (8)

1 failure to reimburse business expenses; and (9) unfair competition. Except as set forth in Section
2 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
5 claims based on facts occurring outside the Class Period.

6 4. The Court further adjudges Plaintiff and all Aggrieved Employees are deemed to
7 release, on behalf of themselves and their respective former and present representatives, agents,
8 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
9 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
10 Period facts stated in the PAGA Action Complaint and the PAGA Notice, including: (1) failure to
11 provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or
12 compensation in lieu thereof; (3) failure to pay minimum wages; (4) failure to pay overtime
13 wages; (5) violation of California day of rest law; (6) failure to maintain accurate records; (7)
14 failure to furnish accurate itemized wage statements; (8) failure to produce employment records;
15 (9) failure to reimburse business expenses; (10) failure to provide sick leave; (11) failure to
16 provide supplemental paid sick leave; (12) unlawful labor conditions; (13) seating violations; (14)
17 failure to pay vested vacation; (15) failure to timely pay all wages upon separation of
18 employment; and (16) unlawful criminal inquiries.

19 5. The Settlement Administrator is ordered to distribute to the Participating
20 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
21 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
22 the check void date shall be forwarded to the California State Controller's Unclaimed Property
23 Fund. No funds shall revert to Defendant.

24 6. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
26 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

27 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
28 \$100,000.00, and an award of costs and expenses in the amount of \$14,700.00. Such amounts

1 shall be paid as provided in the Settlement Agreement.

2 8. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
3 Inc., shall be paid from the Gross Settlement Amount for its services in administering the
4 Settlement. As set forth in the Declaration of Nicole Bench, the Settlement Administrator is
5 owed \$3,999.00 for services rendered and to be rendered in administering the settlement. The
6 Court therefore orders that ILYM be paid the amount of \$3,999.00 from the Gross Settlement
7 Amount consistent with the terms of the Class Settlement Agreement.

8 9. The Court approves PAGA penalties in the amount of \$20,000, to be paid from the
9 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
10 PAGA. \$15,000 of this amount will be paid to the LWDA as the state's share of the civil
11 penalties, and the remainder of \$5,000 will be distributed to the Aggrieved Employees consistent
12 with the terms of the Settlement Agreement.

13 10. The parties are ordered to file a joint compliance report no later than December 26,
14 2025, and the Court sets an OSC re: Compliance for January 9, 2026, at 8:30 a.m., in Department
15 SSC-17 of the Los Angeles County Superior Court.

16 11. Under California Rule of Court 3.769(h), without affecting the finality of this
17 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
18 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
19 judgment contemplated becomes effective and each and every act agreed to be performed by the
20 parties has been performed under the terms of the Settlement Agreement; (2) any other action
21 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
22 enforcement, construction, and interpretation of the Settlement Agreement.

23 12. Neither this Order and Judgment nor the Settlement Agreement upon which it is
24 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
25 This Order is not a finding of the validity or invalidity of any claims in this action or a
26 determination of any wrongdoing by any party. The final approval of the parties' settlement will
27 not constitute any opinion, position or determination of this Court as to the merits of the claims or
28 defenses of any party.

1 13. Judgment is hereby entered as follows: Plaintiff Jihyun Kwon and the Participating
2 Class Members, consisting of all current and former non-exempt employees that worked either
3 directly or via a staffing agency for defendant Wooltari at any location in California at any time
4 during the Class Period of November 23, 2018 to September 11, 2023, who have not otherwise
5 opted out, shall take nothing from Wooltari, except as set forth in the Settlement Agreement.

6 14. The Court shall retain jurisdiction over the parties to interpret, implement and
7 enforce this Judgment.

8 IT IS SO ORDERED AND ADJUDGED.
9

10 Dated: 01/03/2025



Laura Seigle

Judge of the Superior Court
Laura A. Seigle / Judge