

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Edwin Kamarzarian (SBN 327830)
4 Julie Sohyun Oh (SBN 341157)
5 **MOON LAW GROUP, PC**
6 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017
8 Telephone: (213) 232-3128
9 Facsimile: (213) 232-3125
10 E-mail: kmoon@moonlawgroup.com
11 E-mail: afeghali@moonlawgroup.com
12 E-mail: ekamarzarian@moonlawgroup.com
13 E-mail: joh@moonlawgroup.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 30 2026

BY 
VALERIE URUENA, DEPUTY

14 Attorneys for Plaintiff Armando Ibarra

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO**

12 ARMANDO IBARRA, individually, and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 vs.

17 HTI POLYMER, INC., a California corporation;
18 and DOES 1 through 10, inclusive,

19 Defendant.

Case No.: CIVSB2313418

KEVIN C. LEE

[Assigned to: Hon. ~~David Cohn~~, Dept. S-26]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

FINAL APPROVAL HEARING:

Date: March 30, 2026

Time: 8:30 a.m.

Dept.: S-26

Action Filed: June 12, 2023

Trial Date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER**

2 Plaintiff Armando Ibarra (“Plaintiff”), on the one hand, and Defendant HTI Polymer, Inc.
3 (“Defendant”) (altogether, the “Parties”) on the other, have reached a settlement of the above-captioned
4 matter (the “Action”) alleging various class action wage-and-hour claims under the Labor Code and Business
5 and Professions Code. Plaintiff has filed a Motion for Final Approval of Class Action and PAGA Settlement
6 (“Plaintiff’s Motion”) seeking final approval of the Parties’ Class Action and PAGA Settlement Agreement
7 (the “Settlement”) and entry of judgment. A true and correct copy of the Settlement is attached as **Exhibit 1**
8 to the Declaration of Kane Moon in Support of Motion for Final Approval of Class Action and PAGA
9 Settlement.

10 The Court, having timely received and duly considered Plaintiff’s Motion, the supporting
11 declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings
12 had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY**
13 **ORDERS AND DECREES AS FOLLOWS:**

14 1. Plaintiff’s Motion came before Department S-26 of this Court, the Honorable David Cohn
15 presiding, on March 30, 2026.

16 2. The Court hereby GRANTS final approval of the Settlement and ORDERS entry of this
17 Final Approval Order. All capitalized terms used for purposes of this Final Approval Order have the same
18 meaning as given in the Settlement, unless otherwise indicated. The Court further ORDERS the entry of an
19 accompanying Judgment that is consistent with this Final Approval Order.

20 3. The Court finds that the Settlement was made and entered into in good faith, the terms of
21 which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation
22 conducted by Plaintiff and his counsel of record; is the result of serious, informed, adversarial, and arm’s-
23 length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding,
24 the Court has considered all the evidence presented, including regarding the strength of Plaintiff’s claims; the
25 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the Gross
26 Settlement Amount offered and other monetary terms of the Settlement; the extent of investigation and
27 discovery completed; and the experience and views of Class Counsel. Further, the Court notes that no
28 Requests for Exclusion from the Settlement were received and notes that no Class Members objected to the

1 Settlement.

2 4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring
3 the PAGA claims asserted in this Action and are authorized to act as a private attorney general with
4 respect to the PAGA claims being released under the Settlement. Pursuant to California Labor Code
5 section 2699(s), the LWDA was given advanced notice of this Action and a copy of the Settlement, has not
6 objected to the Settlement or sought to intervene, and is therefore bound by this Final Approval Order and the
7 accompanying Judgment.

8 5. The Court finds, for settlement purposes only, the Settlement Class meets the requirements
9 for certification under California Code of Civil Procedure section 382 in that: (1) the Settlement Class is so
10 numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general
11 interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are
12 typical of the claims of the Settlement Class; (4) Plaintiff and Class Counsel will fairly and adequately protect
13 the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for
14 the fair and efficient adjudication of the controversy.

15 6. Accordingly, the Court certifies, for settlement purposes only, the following Class (the
16 "Settlement Class"):

17 All hourly-paid, non-exempt employees of Defendant who worked in California
18 during the Class Period. The "Class Period" means June 12, 2019 to December
19 23, 2024. Excluded from the Settlement Class is any Class Member who opts out
of the Settlement by sending the Administrator a valid and timely Request for
Exclusion.

20 7. The *Notice of Class and PAGA Action Settlement* (the "Class Notice"), which was attached
21 to the Preliminary Approval Order as Exhibit 1 and provided to the Class pursuant to the plan for distribution
22 described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California
23 Rules of Court, and constituted the best notice practicable under the circumstances by providing individual
24 and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
25 fully satisfied the requirements of due process and provided Class Members with adequate instructions and a
26 variety of means to obtain additional information.

27 8. The deadline to submit a Request for Exclusion, Objection, or dispute as to Workweeks
28 and/or PAGA Pay Periods was January 26, 2026.

1 9. The Court finds that a full opportunity has been afforded to Class Members to object to the
2 Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to
3 the Settlement, and no objections were made.

4 10. The Court finds that no Requests for Exclusion were received by the Administrator.
5 Accordingly, all 117 Class Members remain in the Settlement Class and are bound by this Final Approval
6 Order and the accompanying Judgment.

7 11. The Court identifies, for settlement purposes only, the “Aggrieved Employees” as:
8 All hourly-paid, non-exempt employees of Defendant who worked in California
9 during the PAGA Period. The “PAGA Period” means June 12, 2022 to December
 23, 2024.

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

14 a. Plaintiff’s Release. In addition to the Released Class Claims and Released PAGA Claims
15 described below, Plaintiff and their respective former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and
17 discharge Released Parties from all claims, demands, rights, liabilities and causes of action
18 of every nature and description whatsoever, whether known or unknown, asserted or that
19 might have been asserted, whether in tort, contract, or for violation of any state or federal
20 statute, rule, law or regulation arising out of, relating to, or in connection with any act or
21 omission of the Released Parties through the date of full execution of the Settlement
22 Agreement in connection with his or her employment or the termination thereof (“Plaintiff’s
23 Release”). Plaintiff’s Release does not extend to any claims or actions to enforce the
24 Settlement, or to those rights that as a matter of law cannot be waived, including, but not
25 limited to any claims for vested benefits, unemployment benefits, disability benefits, social
26 security benefits, or workers’ compensation benefits that arose at any time. Plaintiff
27 acknowledges that he may discover facts or law different from, or in addition to, the facts or
28 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s

1 Release shall be and remain effective in all respects, notwithstanding such different or
2 additional facts or Plaintiff's discovery of them.

3 i. Section 1542 Waiver. For purposes of Plaintiff's General Release, Plaintiff expressly
4 waive and relinquish the provisions, rights, and benefits, if any, of California Civil
5 Code section 1542, which reads: "A general release does not extend to claims that
6 the creditor or releasing party does not know or suspect to exist in his or her favor at
7 the time of executing the release and that, if known by him or her, would have
8 materially affected his or her settlement with the debtor or released party."

9 b. Released Class Claims by Participating Class Members. All Participating Class Member son
10 behalf of themselves and their respective former and present representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
12 claims that were alleged, or reasonably could have been alleged, based on the facts stated in
13 the Operative Complaint that arose during the Class Period, including the following claims
14 under the California Labor Code and Business & Professions Code: (a) failure to pay all
15 overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal
16 periods or to pay premium wages for non-compliant meal periods; (d) failure to authorize
17 and permit rest breaks or to pay premium wages for non-compliant rest breaks; (e) failure to
18 issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all
19 wages due upon separation of employment; (g) failure to reimburse for necessary business
20 expenses; (h) failure to pay paid sick leave; (i) unfair business practices; and (j) any penalties,
21 interest or attorneys' fees associated with all of such causes of action under California law
22 ("Released Class Claims"). Except as set forth in Section 5.3 of the Settlement, Participating
23 Class Members do not release any other claims, including claims for vested benefits,
24 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
25 insurance, disability, social security, workers' compensation, or claims based on facts
26 occurring outside the Class Period.

27 c. Released PAGA Claims. All Aggrieved Employees, including Non-Participating Class
28 Members who are Aggrieved Employees, are deemed to release, on behalf of themselves

1 and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors and assigns, the Released Parties from all claims for PAGA
3 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
4 Period facts stated in the Operative Complaint or Plaintiff's PAGA Notice ("Released
5 PAGA Claims").

6 d. Released Parties. "Released Parties" means: Defendant and each of its former and present
7 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
8 successors, assigns, subsidiaries, affiliates, managers, employees, agents, representatives,
9 partners, investors, administrators, parent companies, DBAs, divisions, and joint venturers.

10 13. Defendant shall pay a Gross Settlement Amount of **\$175,000.00**, and no more. Defendant
11 shall pay the foregoing amount by transmitting the funds to the Administrator within fourteen (14) calendar
12 days following the Settlement's "Effective Date," as that term is defined under the Settlement.

13 14. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, with
14 payment of an Administration Expenses Payment in the amount of **\$6,450.00** from the Gross Settlement
15 Amount for its administration services. The Court finds the Administrator has fulfilled its initial notice and
16 reporting duties. The Administrator shall continue to perform services and duties as provided in the
17 Settlement, this Final Approval Order, and the accompanying Judgment, including, without limitation,
18 disbursement individual settlement payments via First-Class U.S. Mail within fourteen (14) calendar days
19 after Defendant funds the Gross Settlement Amount. Class Members shall not be required to submit any claim
20 form in order to receive an individual settlement payment.

21 15. In accordance with rule 3.771(b) of the California Rules of Court, notice of this Final
22 Approval Order and the accompanying Judgment shall be given to the Settlement Class and/or
23 Aggrieved Employees by the Administrator, who shall post an electronic copy on its website for a
24 minimum of ninety (90) calendar days. The Court notes that the website address was provided to Class
25 Members in the Class Notice.

26 16. The Court confirms the appointment, for settlement purposes only, of Plaintiff as the Class
27 Representative, with payment of a Class Representative Service Payment in the amount of **\$5,000.00** from
28 the Gross Settlement Amount, in addition to the amounts Plaintiff is eligible to receive as a Participating Class

1 Member and/or Aggrieved Employee. The Court finds this enhancement award is justified for Plaintiff's
2 contributions and participation in the Action, for the risks and duties attendant to his role as the Class
3 Representatives, and for his general release of claims, both known and unknown, and waiver of section 1542
4 rights. The Court further finds Plaintiff has adequately represented the Class.

5 17. The Court confirms the appointment, for settlement purposes only, of Plaintiff's Counsel
6 Kane Moon, Allen Feghali, Edwin Kamarzarian, and Julie Sohyun Oh of Moon Law Group, PC as Class
7 Counsel. The Court approves a Class Counsel Fees Payment in the amount of **\$58,333.33** (one-third of the
8 Gross Settlement Amount) from the Gross Settlement Amount for Class Counsel's reasonable attorneys' fees.
9 The Court finds the fee award is reasonable compared to amounts routinely approved in similar settlements
10 and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary
11 funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) Class Counsel
12 undertook representation on a contingency basis despite the uncertainty of any fee award. Class Counsel were
13 necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties owed
14 in connection with this Action. Based on these considerations and after conducting a lodestar cross-check, the
15 Court finds the fee award is fair and reasonable.

16 18. The Court further awards a Class Counsel Litigation Expenses Payment in the amount of
17 **\$18,091.18** from the Gross Settlement for reimbursement of litigation costs. The Court finds that these costs
18 were actually and necessarily incurred by Class Counsel in the course of this Action.

19 19. The Court approves **\$10,000.00** to be designated from the Gross Settlement Amount as the
20 PAGA Settlement Payment for settlement of claims for civil penalties under the Private Attorneys General
21 Act, Labor Code Sections 2698, *et seq.* ("PAGA"). Of this amount, **\$7,500.00** (75%) shall be allocated and
22 payable to the LWDA through the LWDA PAGA Payment, and **\$2,500.00** shall be allocated and paid to
23 Aggrieved Employees through Individual PAGA Payments.

24 20. After deducting the PAGA Settlement Payment, Class Representative Service Payment,
25 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses
26 Payment, in the amounts specified above, from the Gross Settlement Amount, the remaining amount shall be
27 allocated as the Net Settlement Amount. The Administrator shall disburse the Net Settlement Amount to
28 Participating Class Members through Individual Class Payments.

1 21. The Court finds that the methodology used to calculate Individual Class Payments and
2 Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, is fair
3 and reasonable. The Court thus authorizes the Administrator to calculate and pay individual settlement
4 payments in accordance with the terms of the Settlement.

5 22. Following the expiration of the 180-day check-cashing deadline, the Administrator shall
6 transmit any uncashed funds to the California State Controller's Office pursuant to the Unclaimed Property
7 Law, California Civil Code §§ 1500, *et seq.*, in the name of each individual who did not timely cash their
8 settlement check. This disposition results in no "unpaid residue" pursuant to California Civil Procedure
9 Code § 384, as all payments to Participating Class Members and Aggrieved Employees will be paid out,
10 whether or not these individuals cash their Settlement checks.

11 23. The terms and obligations set forth in the Settlement are deemed part of this Final
12 Approval Order and the accompanying Judgment, and the Parties and Administrator are ordered to carry
13 out the Settlement accordingly.

14 24. This Final Approval Order and the accompanying Judgment are intended to be a final
15 disposition of the Action in its entirety and are intended to be immediately appealable.

16 25. All payments due by Defendant for settlement of this Action will be made pursuant to the
17 Settlement, this Final Approval Order, and the accompanying Judgment.

18 26. Each Party is to bear their own costs and attorneys' fees, except as otherwise provided by
19 the Settlement, this Final Approval Order, or the accompanying Judgment and as approved by the Court.

20 27. Nothing in the Settlement, this Final Approval Order, or the accompanying Judgment will
21 be construed as an admission or concession by any Party. Neither the Settlement nor any related document
22 shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding
23 other than as may be necessary to consummate or enforce the Settlement, this Final Approval Order, and
24 the accompanying Judgment.


25 28. The Settlement is final, binding, and enforceable pursuant to California Code of Civil
26 Procedure section 664.6. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding
27 entry of this Final Approval Order or the accompanying Judgment, the Court retains jurisdiction over the
28 Parties, the Action, and the Settlement solely for purposes of (i) enforcing the Settlement, the Final Approval

1 Order, and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
2 Judgment matters as are permitted by law.

3 29. The Court sets a ~~Non Appearance~~ Case Review ("NACR") Re: Distribution on
4 ~~October~~ **March** 30, 2027, at **8:30 am**. in Department S-26 of this Court. Class Counsel shall file a
5 declaration and final report regarding the status of the distribution of settlement funds at least five (5)
6 court days prior to the NACR.

7 **IT IS SO ORDERED AND DECREED.**

8 Dated: **MAR 30 2026**
9 _____


The Hon. ~~David Cohn~~ **KEVIN C. LEE**
San Bernardino County Superior Court Judge

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