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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 STEVEN MILLIGAN, individually, and on
behalf of all others similarly situated,

12 Plaintiff,

13
14 vs.

15 KOINONIA FOSTER HOMES, INC., a
California Corporation dba KOINONIA
16 FAMILY SERVICES; and DOES 1 through 10,
17 inclusive,

18 Defendants.
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FILED
Superior Court of California
County of Sacramento
10/06/2025
J. Servantez, Deputy

Case No.: 34-2021-00301433-CU-OE-GDS

CLASS AND REPRESENTATIVE ACTION

*Assigned for all purposes to the Honorable Jill
H. Talley, Dept. 23*

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Steven Milligan, the Declaration of
Makenna Snow, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: October 3, 2025

Time: 9:00 a.m.

Dept.: 23

Action Filed: May 25, 2021

FAC Filed: August 11, 2021

Trial: Not Set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On May 20, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action, granted conditional class certification, approved the format
5 of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby
6 preliminarily approving a settlement of the above-entitled action (the "Action") that was reached
7 between Plaintiff Steven Milligan ("Plaintiff") and KOINONIA FOSTER HOMES, INC., a
8 California Corporation. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
9 the Parties' Class Action And PAGA Settlement Agreement And Class Notice (the "Settlement").
10 The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's
11 Motion for Preliminary Approval of Class Action Settlement that was filed on February 27, 2025.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action Settlement,
13 including a motion for payment of attorneys' fees to Class Counsel, litigation costs to Class Counsel,
14 Service Award to the Class Representative, Settlement Administration Costs, and whether the
15 Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
16 (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

17 Due and adequate notice having been given to Class Members, and the Court having reviewed
18 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
19 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
20 any oral argument, and good cause appearing,

21 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

22 1. The Court, for purposes of this Final Approval Order, refers to all terms and
23 definitions as set forth in the Settlement.

24 2. Plaintiff's Motion for Final Approval came before Department 23 of this Court, the
25 Honorable Jill H. Talley presiding, on October 3, 2025.

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1 3. The Court finds that the Settlement was made and entered into in good faith, the terms
2 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
3 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
4 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
5 meets the requirements for final approval. In so finding, the Court has considered all the evidence
6 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
7 complexity of the claims presented; the likely duration of further litigation; the settlement amount
8 offered; the extent of investigation and discovery completed; and the experience and views of Class
9 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
10 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
11 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

12 4. The Court certifies, for settlement purposes only, the following class (the “Class
13 Members”): all persons currently or formerly employed by Defendant, either directly or through any
14 subsidiary, staffing agency, joint venture or professional employer organization, as non-exempt,
15 hourly-paid employees who worked for Defendant and were not subject to an arbitration agreement
16 during the Class Period. The “Class Period” means the time period May 24, 2017 through May 20,
17 2025.

18 5. The deadline to submit a Request for Exclusion or to submit written objections to the
19 Settlement for the majority of Class Members was August 19, 2025.

20 6. Two Requests for Exclusion were received. Accordingly, 690 Class Members remain
21 in the Class and are bound by this Final Approval Order and the accompanying Judgment.

22 7. The Court finds that a full opportunity has been afforded to Class Members to object
23 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
24 opportunity to object to the Settlement. No written objections were received, and no Class Members
25 appeared at the Final Approval Hearing to present any objections.

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1 8. The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date
2 for Final Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement
3 and provided to the Class pursuant to the plan for distribution described under the Settlement,
4 conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and
5 constituted the best notice practicable under the circumstances, by providing individual and adequate
6 notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
7 fully satisfied the requirements of due process and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 9. Class Release. All Participating Class Members, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
12 been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth
13 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
14 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
15 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
16 based on facts occurring outside the Class Period.

17 10. PAGA Release: All Non-Participating Class Members who are Aggrieved Employees
18 are deemed to release, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
20 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
21 on the PAGA Period facts stated in the Operative Complaint.

22 11. General Release by Class Representative. Plaintiff and his or her respective former
23 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns
24 generally, release and discharge Released Parties from all claims, transactions, or occurrences that
25 occurred during the Class Period, including, but not limited to:

26 (a) all claims that were, or reasonably could have been, alleged, based on the facts contained,
27 in the Operative Complaint, and;

28 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts

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

9 12. The Class Representative acknowledges that she has had the opportunity to review,
10 and has reviewed, California Civil Code section 1542, which provides: general release does not
11 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
12 favor at the time of executing the release, and that if known by him or her would have materially
13 affected his or her settlement with the debtor or Released Party.

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

16 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
17 the methodology used to calculate Individual Class Payments to Participating Class Members, are
18 fair and reasonable. Thus, the Court authorizes the Settlement Administrator to calculate and pay
19 individual settlement shares in accordance with the terms of the Settlement.

20 15. Defendant is ordered to fully fund the Gross Settlement Amount (**\$480,000.00**), , and
21 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
22 funds to the Administrator in two equal installments. The first installment will be paid not earlier
23 than twenty (20) days from Final Approval by the Court. The second installment shall be paid six (6)
24 months thereafter.

25 16. The Court finds Plaintiff has adequately represented the Class and therefore confirms
26 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
27 any recovery that Plaintiff is eligible to receive as a Participating Class Member, the Court approves
28 and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the "Service Award"), payable

1 from the Gross Settlement Amount, for her role and service as the Class Representative, for the risks
2 and work attendant to that role, and for her general release of claims and waiver of section 1542
3 rights.

4 17. The Court confirms the appointment of Kane Moon and Daniel J. Park of Moon Law
5 Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour
6 class action litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or
7 the Settlement Administrator, and have adequately represented Class interests. The Court approves
8 and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of
9 **\$160,000.00** for reasonable attorneys' fees, and of up to **\$20,791.18**, for reimbursement of out-of-
10 pocket litigation costs. The Court finds that these amounts are reasonable considering the benefits
11 provided to the Class.

12 18. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
13 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
14 the payment to the Administrator of **\$7,350.00** ("Settlement Administration Costs"), payable from
15 the Gross Settlement Amount, for settlement administration.

16 19. Pursuant to California Code of Civil Procedure section 384, following the expiration
17 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
18 Administrator shall transmit those amounts to the California State Controller's Unclaimed Property
19 Fund in the name of each Participating Class Member who failed to cash their settlement check prior
20 to the void date.

21 20. In accordance with California Rule of Court 3.771(b), notice of the concurrently
22 filed Judgment will be given to the Class by the Settlement Administrator, who will post an
23 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

24 21. This Final Approval Order and the concurrently filed Judgment are intended to be a
25 final disposition of the Action in its entirety and are intended to be immediately appealable.

26 22. The obligations set forth in the Settlement are deemed part of this Final Approval
27 Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are
28 ordered to carry out the Settlement according to its terms and provisions.

23. After entry of the concurrently filed Judgment, the Court shall have continuing jurisdiction under Cal. Rules of Court, Rule 3.769(h) to enforce the terms of the Judgment.

24. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

The Court sets a (Non-Appearance) Hearing re: Distribution on February 1, 2025 at 10:00 AM in **Department 23**. Class Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than January 27, 2025.

IT IS SO ORDERED.

DATE: 10/06/2025

THE HON. JILL H. TALLEY
Judge of the Superior Court, County of Sacramento

