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STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN JOAQUIN

13 MELANIE J. HALL, individually, and on behalf
14 of all others similarly situated,

14 Plaintiff,

16 vs.

17 UNIVERSITY OF THE PACIFIC, a California
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants.

Case No.: STK-CV-UOE-2023-0005888

[Hon. Esmeralda Zendejas, Dept. 11A]

15 **[PROPOSED] ORDER GRANTING FINAL**
16 **APPROVAL OF CLASS ACTION AND**
17 **PAGA SETTLEMENT**

[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Nathalie Hernandez, and
[Proposed] Judgment]

20 **FINAL APPROVAL HEARING**

21 Date: May 1, 2026
22 Time: 9:00 a.m.
23 Dept: 11A

24 Action Filed: June 8, 2023
25 Trial Date: Not Set

APR 09 2026

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On December 30, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and Representative Action Settlement, granted conditional class
5 certification, approved the format of the Class Notice, and set a Final Approval Hearing (the
6 "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled
7 action (the "Action") that was reached between Plaintiff Melanie J. Hall ("Plaintiff") and Defendant
8 University of the Pacific ("Defendant") (together with Plaintiff, the "Parties"), in accordance with
9 the Parties' Class and PAGA Action Settlement Agreement (together, the "Settlement"). The
10 Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion
11 for Final Approval of Class Action and PAGA Settlement.

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

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

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

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

25 2. Plaintiff's Motion for Final Approval filed before Department 11A of this Court, the
26 Honorable Esmeralda Zendejas presiding, on May 1, 2026.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

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

10 4. The Court certifies, for settlement purposes only, the following class (“Class
11 Members”): all persons who were non-exempt employees of Defendant who worked for Defendant
12 in the State of California at any time during the period from June 8, 2019 to December 17, 2024.

13 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
14 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
15 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
16 Settlement do not apply to the PAGA claims.

17 6. The release of the Released PAGA Claims shall bind the following individuals
18 (“Aggrieved Employees”): all non-exempt employees of Defendant who worked for Defendant in
19 California during the period from June 8, 2022 to December 17, 2024.

20 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
21 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
22 with respect to the PAGA claims being released under the Settlement. The Court further finds that
23 pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
27 Settlement was March 30, 2026.

28 9. 11 Requests for Exclusion were received by the Administrator. Accordingly, these

1 individuals are excluded from the Class, and 3,255 Class Members remain in the Class and are bound
2 by this Final Approval Order and the accompanying Judgment.

3 10. The Court finds that a full opportunity has been afforded to Class Members to object
4 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
5 opportunity to object to the Settlement. No written Objections were received, and no Class Members
6 appeared at the Final Approval Hearing to present any Objections.

7 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
8 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
9 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
10 practicable under the circumstances, by providing individual and adequate notice of the proceedings
11 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
12 requirements of due process and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

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

18 a. **Plaintiff's Release.** In addition to the Released Class Claims and Released
19 PAGA Claims described below, Plaintiff and her respective former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
21 release and discharge Released Parties from all claims, transactions, or occurrences, including,
22 but not limited to all claims that were, or reasonably could have been, alleged, based on the facts
23 contained, in the Operative Complaint or otherwise occurring at any time up to the execution of
24 this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
25 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
26 disability benefits, social security benefits, workers' compensation benefits that arose at any
27 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
28 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows

1 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
2 effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery
3 of them.

4 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
5 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
6 benefits, if any, of section 1542 of the California Civil Code, which reads:

7 A general release does not extend to claims that the creditor or releasing party
8 does not know or suspect to exist in his or her favor at the time of executing the
9 release and that, if known by him or her, would have materially affected his or her
10 settlement with the debtor or released party

11 b. **Released Class Claims by Participating Class Members.** All Participating
12 Class Members on behalf of themselves and their respective former and present representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
14 all claims that were alleged, or reasonably could have been alleged or could have been asserted
15 based on the facts and allegations made in the Action, including those in the Operative
16 Complaint, PAGA Notice, and those made during mediation including unlawful rounding
17 including, but not limited to, claims asserted under California Labor Code sections 201, 202,
18 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, Code
19 of Civil Procedure Section 1021.5, California Business & Professions Code sections 17200 *et*
20 *seq.*, and applicable sections of the Wage Orders ("Released Class Claims"). With the exception
21 of the claims set forth in Section 7(c) of this Order, Participating Class Members do not release
22 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
23 Employment and Housing Act, unemployment insurance, disability, social security, workers'
24 compensation, or claims based on facts occurring outside the Class Period.

25 c. **Released PAGA Claims by Aggrieved Employees.** All Aggrieved
26 Employees, including Non-Participating Class Members who are Aggrieved Employees, are
27 deemed to release, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released

1 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
2 alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA
3 Notice, including claims asserted under California Labor Code sections 201, 202, 203, 204, 210,
4 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
5 1198, 2699 *et seq.*, and 2802, and applicable sections of the Wage Orders (“Released PAGA
6 Claims”).

7 d. “Released Parties” means Defendant and each of its past, present, and future:
8 (i) direct and indirect parents, subsidiaries, and affiliates of any of the foregoing; (ii)
9 shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
10 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
11 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iii) any
12 individual or entity which could be jointly liable with any of the foregoing.

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

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

20 15. Defendant shall fully fund the Gross Settlement Amount (\$2,060,000.00) and also
21 fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds
22 to the Administrator within twenty-eight (28) calendar days of the Effective Date.

23 16. No later than 14 days after Defendant funds the Gross Settlement Amount, the
24 Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA
25 PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
26 Representative Service Payment, and Administration Expenses Payment.

27 17. A total amount of \$100,000.00 shall be allocated as the “PAGA Penalties,” payable
28 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as

1 follows: 75% (\$75,000.00) to the LWDA (“the LWDA PAGA Payment”) and 25% (\$25,000.00) to
2 Aggrieved Employees (the “Individual PAGA Payments”).

3 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
4 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
5 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
6 Employee, the Court approves and orders a service award to Plaintiff in the amount of \$5,000.00 (the
7 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for her
8 significant contributions and participation throughout all stages of the litigation, for the risks and
9 duties attendant to her role as the Class Representative, and for her general release of claims against
10 the Released Parties.

11 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
12 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
13 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
14 adequately represented Class interests. The Court approves and orders the payments to Class
15 Counsel, payable from the Gross Settlement Amount, of \$686,666.67 for reasonable attorneys’ fees
16 (the “Class Counsel Fees Payment”), and \$25,000.00 for reimbursement of out-of-pocket costs (the
17 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
18 considering the benefits provided to the Class.

19 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
20 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
21 Settlement Administrator of \$19,950.00 (“Administration Expenses Payment”), payable from the
22 Gross Settlement Amount, for settlement administration.

23 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
24 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
25 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
26 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check
27 prior to the void date.

28 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently

1 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
2 on its website for no less than ninety (90) calendar days following entry thereof.

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

5 24. The obligations set forth in the Settlement are deemed part of this Final Approval
6 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
7 carry out the Settlement according to its terms and provisions.


8 25. Following entry of the concurrently filed Judgment, and without affecting the finality
9 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
10 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
11 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
12 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
13 by law.

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

19 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
20 Dec. 18, 2026 at 8:45 a.m./p.m. in Department 11A. Class Counsel are ordered to
21 file a final report and declaration by the Administrator regarding settlement distribution no later
22 than Dec. 1, 2026. No appearance will be required at the Compliance Hearing if the
23 Administrator's declaration reports that all the distributions under the Agreement are complete.

24 **IT IS SO ORDERED.**

25 DATE: 5-1-26



THE HON. ESMERALDA ZENDEJAS
Judge of the Superior Court, San Joaquin County