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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 CRISTAL CEDANO PARRA, individually, and
11 on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14
15 SCHOOLS IN ACTION, a California
corporation; ARTS IN ACTION COMMUNITY
16 CHARTER SCHOOLS, an unknown business
entity; ARTS IN ACTION CHARTER
17 SCHOOLS, an unknown business entity; and
DOES 1 through 10, inclusive,

18 Defendants
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FILED
Superior Court of California
County of Los Angeles

10/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Case No.: 22STCV31081

[Hon. David S. Cunningham III, Dept. 11]

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration Amanda Howard,
and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: October 13, 2025

Time: 10:00 a.m.

Dept.: 11

Complaint filed: September 22, 2022

Trial date: 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 and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between plaintiff Cristal Cedano Parra ("Plaintiff") and defendant Schools
8 in Action dba Arts in Action Community Middle School and Arts in Action Community Charter
9 School ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class
10 Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was
11 attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for
12 Preliminary Approval of Class Action and PAGA Settlement that was filed on January 16, 2025.

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

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

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

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

26 2. Plaintiff's Motion for Final Approval came before Department 11 of this Court, the
27 Honorable David S. Cunningham presiding, on October 13, 2025.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

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

11 4. The Court certifies, for settlement purposes only, the following class (“Class
12 Members”): all persons employed by Defendant in California and classified as a non-exempt, hourly-
13 paid employee who worked for Defendant during the period from September 22, 2018 through
14 November 26, 2024. (Settlement, ¶¶ 1.5, 1.12.)

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

19 6. The release of the Released PAGA Claims shall bind the following individuals
20 (“Aggrieved Employees”): all persons employed by the Defendant in California and classified as a
21 non-exempt, hourly-paid employee who worked for Defendant during the period from September 22,
22 2021 through November 26, 2024. (Settlement, ¶¶ 1.4, 1.31.)

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

1 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
2 Settlement was August 23, 2025.

3 9. No Requests for Exclusion were received. Accordingly, all 244 Class Members
4 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

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

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

16 12. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
19 Parties as follows (Settlement, ¶ 5.):

20 a. “Released Parties” means: Defendant and each of its former and present directors,
21 officers, shareholders, owners, members, attorneys, insurers, predecessors,
22 successors, assigns, subsidiaries, and affiliates. (Settlement, ¶, 1.41.)

23 b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns
25 generally, release and discharge Released Parties from all claims, transactions, or
26 occurrences that occurred during the Class Period, including, but not limited to:
27 (a) all claims that were, or reasonably could have been, alleged, based on the facts
28 contained, in the Operative Complaint and (b) all PAGA claims that were, or

1 reasonably could have been, alleged based on facts contained in the Operative
2 Complaint, Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release
3 does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social
5 security benefits, workers' compensation benefits that arose at any time, or based
6 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff
7 may discover facts or law different from, or in addition to, the facts or law that
8 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
9 Release shall be and remain effective in all respects, notwithstanding such
10 different or additional facts or Plaintiff's discovery of them. (Settlement, ¶ 5.1.)

11 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

12 For purposes of Plaintiff's Release, Plaintiff expressly waives and
13 relinquishes the provisions, rights, and benefits, if any, of section 1542
14 of the California Civil Code, which reads: A general release does not
15 extend to claims that the creditor or releasing party does not know or
16 suspect to exist in his or her favor at the time of executing the release,
17 and that if known by him or her would have materially affected his or
18 her settlement with the debtor or Released Party. (Settlement, ¶ 5.1.1.)

- 19 c. Release by Participating Class Members Who Are Not Aggrieved Employees: All
20 Participating Class Members, on behalf of themselves and their respective former
21 and present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, release Released Parties from all claims that were alleged, or
23 reasonably could have been alleged, based on the Class Period facts stated in the
24 Operative Complaint. Except as set forth in Section 5.3 of this Agreement,
25 Participating Class Members do not release any other claims, including claims for
26 vested benefits, wrongful termination, violation of the Fair Employment and
27 Housing Act, unemployment insurance, disability, social security, workers'
28 compensation, or claims based on facts occurring outside the Class Period.

(Settlement, ¶ 5.2.)

d. Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are 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. (Settlement, ¶ 5.3.)

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

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

15. Defendant shall fully fund the Gross Settlement Amount (\$236,846.16), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

16. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

17. A total amount of \$20,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (\$15,000.00) to the LWDA ("the LWDA PAGA Payment") and 25% (\$5,000.00) to Aggrieved Employees (the "Individual PAGA Payments").

18. The Court finds Plaintiff has adequately represented the Class and therefore confirms

1 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
2 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
3 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the
4 “Class Representative Service Payment”), payable from the Gross Settlement Amount, for her
5 significant contributions and participation throughout all stages of the litigation, for the risks and
6 duties attendant to her role as the Class Representative, and for her general release of claims against
7 the Released Parties.

8 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
9 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
10 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
11 adequately represented Class interests. The Court approves and orders the payments to Class
12 Counsel, payable from the Settlement Amount, of **\$78,948.72** for reasonable attorneys’ fees (the
13 “Class Counsel Fees Payment”), and **\$22,789.51** for reimbursement of out-of-pocket costs (the
14 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
15 considering the benefits provided to the Class.

16 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
17 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
18 Settlement Administrator of **\$6,950.00** (“Administration Expenses Payment”), payable from the
19 Gross Settlement Amount, for settlement administration.

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

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

28 23. This Final Approval Order and the concurrently filed Judgment are intended to be a

1 final disposition of the Action in its entirety and are intended to be immediately appealable.

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

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

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

16 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
17 **October 13, 2026** at 8:30 am **a.m./p.m.** in **Department 11**. Class Counsel are ordered to file a
18 final report and declaration by the Administrator regarding settlement distribution no later than
19 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
20 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
21 Agreement are complete.

22 **IT IS SO ORDERED.**

23 DATE: 10/13/2025



24 THE HON. DAVID S. CUNNINGHAM III
25 Judge of the Superior Court, Los Angeles County
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