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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

FEB 11 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

MATTHEW WOOD individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

EMPIRE MARKETING STRATEGIES, INC., an Ohio Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2023-01324789-CU-OR-CXC

**[PROPOSED] ORDER OF  
FINAL APPROVAL OF CLASS-ACTION  
AND PAGA SETTLEMENT AND  
JUDGMENT**

1           WHEREAS, Plaintiff Matthew Wood (“Plaintiff”) has filed his Motion for Final Approval  
2 of Class Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, Administration  
3 Costs, and Class Representative Service Payment. The matter came on regularly for hearing on  
4 February 9, 2026, at 1:30 p.m. in Department CX103 of the above-referenced Court. Counsel for  
5 Plaintiff and Defendant Empire Marketing Strategies, Inc. (“Defendant” and referred to herein  
6 with Plaintiff as the “Parties”) appeared. Having considered the papers filed by all parties and the  
7 proceedings had and otherwise being fully informed,

8           **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

9           1.       This Final Approval Order and Judgment (“Order”) incorporates by reference the  
10 definitions in the Class Action and PAGA Settlement Agreement (the “Agreement”) and  
11 Amendment to the Settlement Agreement (“Amendment” referred to herein with the Agreement  
12 as the “Settlement Agreement” or “Settlement”) reached between the Parties and filed in this  
13 matter. All terms defined in the Settlement Agreement (which is attached to the Declaration of  
14 Ian M. Silvers filed December 3, 2024, ROA No. 86, as Exhibit 2) and Amendment to the  
15 Settlement Agreement (which is attached to the Supplemental Declaration of Ian M. Silvers filed  
16 June 24, 2025, ROA No. 117, as Exhibit 1) shall have the same meaning in this Order. Solely for  
17 purposes of effectuating the Settlement, the Court has certified a Class defined as follows: all  
18 current and former non-exempt employees of Defendant in California at any time from November  
19 14, 2018, through November 7, 2024.  
20

21           2.       The Court further approves the terms of settlement relating to Aggrieved  
22 Employees for the PAGA claim defied as follows: all current and former non-exempt employees  
23 of Defendant in California at any time from April 24, 2022, through November 7, 2024.

24           3.       This Court has jurisdiction over the subject matter of this litigation and over all  
25 parties to the litigation, including Plaintiff, the Class Members and the Aggrieved Employees.

26           4.       The Court finds that pursuant to the Preliminary Approval Order, the Settlement  
27 Administrator mailed a Class Notice to Class Members (and Plaintiff, on behalf of himself and as  
28 an agent and proxy on behalf of the California Labor Workforce Development Agency

1 (“LWDA”). The Class Notice fairly and adequately informed Class Members (and Aggrieved  
2 Employees) of the terms of the proposed Settlement and the benefits available to Class  
3 Members/Aggrieved Employees thereunder. The Class Notice further informed Class Members  
4 (and Aggrieved Employees) of the pendency of the Action, of the proposed Settlement, of Class  
5 Members’ and Aggrieved Employees’ respective right to receive their share of the Settlement (if  
6 approved), of the scope and effect of the Released Claims, of the preliminary approval by this  
7 Court of the proposed Settlement, of exclusion and objection forms for Class Members (not  
8 Aggrieved Employees), timing and procedures, of the date of the Final Approval Hearing, and of  
9 the right to attend the Final Approval Hearing. Class Members had adequate time to consider this  
10 information and to use the procedures identified in the Class Notice. The Court finds and  
11 determines that this notice procedure afforded adequate protection to Class Members/Aggrieved  
12 Employees and provides the basis for the Court to make an informed decision regarding approval  
13 of the Settlement based on the responses of Class Members and met applicable requirements of  
14 due process.

15 5. The Court finds that no individuals opted out of the Settlement.

16 6. The Court finds no valid objections were submitted to the Settlement.

17 7. The Court finds that the Settlement is fair, adequate and reasonable when balanced  
18 against further litigation related to liability and damages issues. The Court finds that the proposed  
19 Settlement, at this time, will avoid substantial additional time and costs for all Parties, as well as  
20 avoid the risks and delay inherent to further prosecution of the claims being alleged. The Court  
21 further finds that the Parties reached the Settlement as the result of serious and non-collusive,  
22 arms-length negotiations. Thus, the Court approves the Settlement set forth in the Settlement and  
23 finds that the Settlement is, in all respects, fair, adequate and reasonable, and consistent with and  
24 in compliance with California law, and orders the Parties to effectuate the Settlement according  
25 to its terms.

26 8. The Court further finds and orders as follows:

27 a. Plaintiff is an adequate representative of the Settlement Class and Aggrieved  
28

1 Employees and it appoints him as Class Representative. Furthermore, it approves  
2 payment of a Class Representative Service Payment to him in the amount of \$5,000. This  
3 payment is to come out of the Gross Settlement Amount in recognition of his service on  
4 behalf of the Class, which is in addition to his payments as a Settlement Class Member  
5 and Aggrieved Employee. The Class Representative Service Payments will be paid in  
6 accordance with the terms of the Settlement.

7 b. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP and Farid  
8 Masoud of Culver Law Firm have adequately represented the Settlement Class including  
9 for the purpose of entering into and implementing the Settlement, and they are appointed  
10 as Class Counsel. Furthermore, the Court approves Class Counsels' request for Attorney's  
11 Fees in the amount of \$360,000, and Costs of \$25,197. The Attorney's fees and litigation  
12 expenses shall be paid in accordance with the Settlement. The Parties are to bear their own  
13 attorney's fees and costs, except as otherwise provided in this paragraph.

14 c. The Court approves the Settlement Administration Fee of \$5,601.90 to be paid out  
15 of the GSA to ILYM Group. The Court further orders ILYM Group to distribute payment  
16 of the settlement funds in accordance with the terms of the Settlement.

17 d. The Court approves the PAGA Payment of \$75,000, with \$56,2500 going to the  
18 LWDA and \$18,750 to be paid to Aggrieved Employees as provided in the Settlement  
19 Agreement.

20 e. The Court approves the payments to the Participating Class Members and  
21 Aggrieved Employees, according to the terms of the Settlement Agreement and this Order.

22 f. In accordance with the terms of the Settlement, the Court orders that all  
23 Participating Class Members (and Aggrieved Employees), regardless of whether or not  
24 they cash any individual settlement amount check, will be bound by the releases detailed  
25 in the Settlement and this Order.

26  
27 9. Upon the occurrence of Defendant fully funding the entire Gross Settlement  
28 Amount and funding all employer-side taxes owed on the Wage Portion of the Individual Class

1 Payments, the Court hereby orders that all Participating Class Members on behalf of themselves  
2 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
3 successors, and assigns, shall be deemed to have released the following released claims:  
4

5 (1) all claims alleged in the Action, (2) all claims under state, federal, or local law, that  
6 could be asserted in the Action based on the facts alleged in the operative complaint at  
7 the time of preliminary approval of the Settlement (i.e., the Second Amendment  
8 Complaint), and (3) all claims under the California Labor Code, Wage Orders, wage and  
9 hour regulations, and/or other provisions of law, that could have been asserted, alleged,  
10 or brought in the Action based on the facts and/or allegations pled in the Action. The  
11 claims alleged in the Action that are being released by the Settlement are: (1) failure to  
12 pay overtime wages under Labor Code Sec. 204, 210, 218, 510, 1194; (2) failure to  
13 reimburse business expenses under Labor Code Sec. 2802; (3) failure to provide accurate  
14 wage statements under Labor Code Sec. 226, 1174, 1174.5; (4) waiting time penalties  
15 under Labor Code Sec. 201, et seq.; (5) unfair competition under Bus. & Prof. Code Sec.  
16 17200, et seq.; (6) failure to provide meal periods in accordance with California law  
17 and/or pay meal period premiums/wages; and (7) failure to provide rest breaks in  
18 accordance with California law and/or pay rest break premiums/wages. All claims set  
19 forth above/in this paragraph are referred to herein as the "Class Released Claims." Note,  
20 Participating Class Members do not release any other claims, including claims for vested  
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
22 unemployment insurance, disability, social security, workers' compensation, or claims  
23 based on facts occurring outside the Class Period

24 10. Upon the occurrence of Defendant fully funding the entire Gross Settlement  
25 Amount and funding all employer-side taxes owed on the Wage Portion of the Individual Class  
26 Payments the Court hereby orders that the following claims shall be deemed to be fully released  
27 regarding the PAGA with respect to Aggrieved Employees:  
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(1) all claims alleged in or that could have been alleged in the LWDA Letter  
and/or Amended LWDA Letter based on the facts alleged therein, (2) all  
claims that could have been alleged or brought in civil court for civil  
penalties or otherwise based on the facts alleged in the LWDA Letter and/or  
Amended LWDA Letter, (3) all claims for civil penalties and other relief  
under PAGA based on the facts alleged in the LWDA Letter and/or Amended  
LWDA Letter, and (4) the PAGA cause of action as set forth in the Second  
Amended Complaint. All claims set forth above/in this paragraph are  
referred to herein as the "PAGA Released Claims."

11. Upon the occurrence of Defendant fully funding the entire Gross Settlement

1 Amount and funding all employer-side taxes owed on the Wage Portion of the Individual Class  
2 Payments, the Court hereby orders that Plaintiff shall further release all known and unknown  
3 claims against Defendant and/or the Released Parties which are covered by California Civil Code  
4 Section 1542, and Plaintiff waives any such claims he may have pursuant to this section, which  
5 states: "A general release does not extend to claims that the creditor or releasing party does not  
6 know or suspect to exist in his or her favor at the time of executing the release and that, if known  
7 by him or her, would have materially affected his or her settlement with the debtor or released  
8 party."

9  
10 12. Neither this Order nor the Settlement (or any other document referred to in this  
11 Order or the Settlement), may be construed as, or may be used as, an admission of liability or  
12 fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the  
13 lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties  
14 and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms  
15 or provisions, nor any of the negotiations or proceedings connected with them, shall be offered  
16 as evidence or received in evidence in any pending or future civil, criminal, or administrative  
17 action or proceeding to establish any liability of, or admission by, the Released Parties.  
18 Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of  
19 this Order or the entry of Judgment in a proceeding to consummate or enforce the Settlement or  
20 defend against the assertion of claims in any other proceeding, or as otherwise required by law.  
21 This Order and the Settlement may be filed in any action against or by Defendant or the Released  
22 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith  
23 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim  
24 preclusion, issue preclusion or similar defense or counterclaim.

25 13. The Court further directs the Parties to effectuate the Settlement according to the  
26 terms of the Settlement Agreement, including payment to Participating Class Members, ILYM  
27 Group, the LWDA, Aggrieved Employees and Class Counsel and sending any uncashed checks  
28 to the California Controller's Unclaimed Property Fund in the name of the Class Member.

1           14.     This Order is intended to be a final disposition in its entirety of the above captioned  
2 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction  
3 of all matters relating to the interpretation, administration, implementation, effectuation, and  
4 enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

5           15.     A Final Accounting Compliance Hearing regarding the distribution and final  
6 accounting of the settlement funds is set for January 25, 2027, at 1:30 p.m. in Department CX-  
7 103. The Parties are directed to provide a report to the Court at least 16 court days before the  
8 hearing date on the status of the distribution of the class and PAGA settlement proceeds.

9           16.     The Parties are ordered to cause a copy of this Order and Judgment to be posted  
10 by the Settlement Administrator, ILYM Group, on its website, to provide notice to the Class as  
11 required by California Rule of Court 3.771(b). Plaintiff is directed to submit a copy of this Order  
12 and Judgment to the LWDA.

13           17.     The Court hereby ORDERS, ADJUDGES AN DECREES that a judgment in this  
14 matter is hereby entered in accordance with the above. The Court will retain jurisdiction over  
15 the parties to enforce the terms of the settlement pursuant to California Rules of Court, Rule  
16 3.769(h).

17           **IT IS SO ORDERED.**

18           DATED: 2/11/26

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20           \_\_\_\_\_  
21           Judge of the Superior Court