

1 Filed
2 October 23, 2026
3 Clerk of the Court
4 Superior Court of CA
5 County of Santa Clara
6 22CV402509
7 By: NVasquez

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
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11
12 NAKIA KALI, an individual and on behalf of all
13 others similarly situated,

14 Plaintiff,

15 v.

16 GM NAMEPLATE, INC, a Washington
17 Corporation; BRUCE CLECKLEY, an
18 individual; and DOES 1 through 100, inclusive,

19 Defendants.

Case No. 22CV402509

**ORDER RE: FINAL APPROVAL OF
SETTLEMENT AND JUDGMENT**

20 Plaintiffs' motion for final approval of the class and PAGA settlement, and for an award
21 of attorneys' fees, costs, and service payments, came on regularly for hearing on September 23,
22 2026, and, following supplemental briefing, on October 21, 2026, before this court. The parties
23 appeared through their respective counsel of record. Having considered the moving papers, the
24 supplemental declarations of Megan R. Lazar and Cassandra Polites, the Settlement Agreement
25 and its exhibits, the complete record, and the argument of counsel, and good cause appearing, the
26 court GRANTS the motion and ORDERS, ADJUDGES, AND DECREES as follows:
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2. Definitions. Except as otherwise defined in this order, capitalized terms have the meanings given in the parties' Class Action and PAGA Settlement Agreement (the "Settlement Agreement").

4. Class Representatives and Class Counsel. The court confirms the appointment of Plaintiffs Nakia Kali and Israel Ochoa as class representatives and Bibiyan Law Group, P.C. as class counsel.

6. Adequacy of Notice. The court finds that the class notice, as mailed, provided the best notice practicable under the circumstances, fairly apprised class members of the terms of the settlement and their rights and options, and satisfied the requirements of due process and all applicable law. The three discrepancies between the mailed notice and the operative settlement terms that the court identified at the September 23, 2026 hearing, concerning the Class Period end date, the PAGA Period start date, and the treatment of uncashed funds, have been reconciled by class counsel's supplemental submissions. Of the 216 class members, none requested exclusion and none objected.

1 **7. Final Approval of the Class Settlement.** The court finds that the settlement is
2 fair, reasonable, and adequate, was reached through arm's-length negotiation following informal
3 discovery and a full-day mediation, and is in the best interests of the Class. The court grants final
4 approval of the settlement. Defendants shall pay a non-reversionary gross settlement amount of
5 \$600,000 in accordance with the Settlement Agreement.

6 **8. Approval of the PAGA Settlement.** Having independently reviewed the PAGA
7 settlement under the version of Labor Code section 2699 in effect before June 19, 2024, the court
8 finds it fair, reasonable, and adequate, and in the interests of the Aggrieved Employees and the
9 public. The court approves the PAGA allocation of \$60,000, of which \$45,000 (75 percent) shall
10 be paid to the LWDA and \$15,000 (25 percent) shall be distributed to the Aggrieved Employees
11 as individual PAGA payments based on pay periods worked during the PAGA Period. The
12 proposed settlement was submitted to the LWDA, which filed no objection.

13 **9. Attorneys' Fees.** The court approves attorneys' fees to class counsel in the amount
14 of \$210,000.

15 **10. Litigation Costs.** The court approves reimbursement of class counsel's litigation
16 costs in the amount of \$23,027.23.

17 **11. Service Payments.** The court approves service payments of \$7,500 to each of
18 Plaintiffs Nakia Kali and Israel Ochoa, for a total of \$15,000.

19 **12. Settlement Administration Costs.** The court approves settlement administration
20 costs of \$7,350 to ILYM.

21 **13. Distribution of the Net Settlement.** After the above deductions, the net settlement
22 amount of approximately \$284,622.77 shall be distributed to participating class members on a pro
23 rata basis according to the workweeks worked during the Class Period. Individual PAGA
24 payments shall be distributed according to the pay periods worked during the PAGA Period.

25 **14. Funding and Payment.** Defendants shall fund the gross settlement amount, and
26 the amounts necessary to pay the employer's share of payroll taxes, by transmitting the funds to
27 the administrator no later than 14 days after the Effective Date, as defined in the Settlement
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1 Agreement (§ 1.17). The administrator shall make all payments within the time provided by the
2 Settlement Agreement (§ 4.4).

3 **15. Uncashed Checks and *Cy Pres*.** Settlement checks shall remain negotiable for 180
4 days after mailing. Funds represented by checks that remain uncashed after the void date shall be
5 transmitted to the *cy pres* recipient, Bay Area Legal Aid, for use in Santa Clara County. The court
6 approves the *cy pres* designation.

7 **16. Releases.** Upon Defendants' full funding of the gross settlement amount and the
8 employer-side payroll taxes, the releases set forth in the Settlement Agreement shall take effect.
9 Each participating class member releases the claims described in paragraph 5.2 of the Settlement
10 Agreement for the duration of the Class Period, and each Aggrieved Employee releases the PAGA
11 claims described in paragraph 5.4 for the duration of the PAGA Period. Consistent with the
12 Settlement Agreement, the release of class claims is coextensive with the Class Period and extends
13 no further.

14 **17. Binding Effect.** Because no class member submitted a timely and valid request for
15 exclusion, all 216 class members are participating class members and are bound by the settlement
16 and the releases.

17 **18. Retention of Jurisdiction.** Pursuant to Code of Civil Procedure section 664.6, the
18 court retains jurisdiction over the parties, the Action, and the Settlement after entry of this
19 Judgment, solely for purposes of enforcing the Settlement Agreement and this Judgment,
20 addressing settlement administration matters, and addressing such post-judgment matters as are
21 permitted by law.

22 **19. Compliance Hearing.** The court sets a compliance hearing for June 30, 2027 at
23 2:30 p.m. in Department 19. No later than 10 days before the hearing, Plaintiffs shall file a
24 declaration from the settlement administrator reporting on the distribution of funds and providing
25 a final accounting.

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1 **JUDGMENT**

2 Based on the foregoing findings and order, and good cause appearing, JUDGMENT is
3 entered as follows:

4 **1. Incorporation.** The Settlement Agreement and the foregoing order are
5 incorporated into this Judgment by reference. Except as otherwise defined, capitalized terms have
6 the meanings given in the Settlement Agreement.

7 **2. Judgment on the Settlement.** Judgment is entered in accordance with, and to
8 effectuate, the terms of the Settlement Agreement and the foregoing order.

9 **3. Binding Effect and Release of Class Claims.** No class member having requested
10 exclusion, all 216 participating class members are bound by the Settlement Agreement and, upon
11 Defendants' full funding of the gross settlement amount and the employer-side payroll taxes,
12 release the Released Parties from the class claims described in paragraph 5.2 of the Settlement
13 Agreement for the duration of the Class Period.

14 **4. Release of PAGA Claims.** Upon the same funding, all Aggrieved Employees
15 release the Released Parties from the PAGA claims described in paragraph 5.4 of the Settlement
16 Agreement for the duration of the PAGA Period, irrespective of whether they are participating
17 class members.

18 **5. Bar.** The participating class members and the Aggrieved Employees are barred
19 from prosecuting against the Released Parties any of the claims released under the Settlement
20 Agreement.

21 **6. Payments.** Payment of the non-reversionary gross settlement amount of \$600,000,
22 attorneys' fees of \$210,000, litigation costs of \$23,027.23, service payments of \$7,500 to each of
23 Plaintiffs Nakia Kali and Israel Ochoa, settlement administration costs of \$7,350 to ILYM Group,
24 Inc., and the PAGA allocation of \$60,000 (\$45,000 to the LWDA and \$15,000 to the Aggrieved
25 Employees), together with distribution of the net settlement amount of approximately \$284,622.77
26 to participating class members, shall be made as provided in the Settlement Agreement and the
27 foregoing order. Funds represented by uncashed checks shall be transmitted to Bay Area Legal
28 Aid, for use in Santa Clara County, as the cy pres recipient.

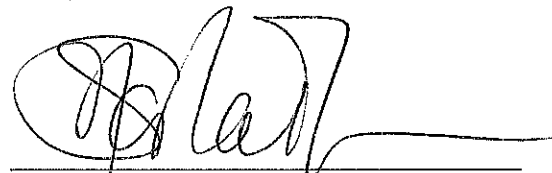
1 7. **Dismissal.** The Action is dismissed with prejudice in its entirety as to all
2 Defendants, with each party to bear its own costs and attorneys' fees except as awarded above.

3 8. **Retention of Jurisdiction.** Without affecting the finality of this Judgment, the
4 court retains jurisdiction over the parties, the Action, and the Settlement pursuant to Code of Civil
5 Procedure section 664.6, solely for purposes of enforcing the Settlement Agreement and this
6 Judgment, addressing settlement administration matters, and addressing such post-judgment
7 matters as are permitted by law.

8 9. **Entry.** The clerk is directed to enter this Judgment.

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10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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12 Dated: October 21, 2020

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14 HON. SHELLA DEEN
15 JUDGE OF THE SUPERIOR COURT
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