

Electronically Filed
9/19/2025
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsondra McDonald, Deputy

1 Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
2 S. Phillip Song (SBN 326572)
Stanley J. Park (SBN 334747)
3 Amy Truong (SBN 358352)
4 **MOON LAW GROUP, PC**
725 S. Figueroa St., Suite 3100
5 Los Angeles, California 90017
Telephone: (213) 232-3128
6 Facsimile: (213) 232-3125
7 kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
8 psong@moonlawgroup.com
spark@moonlawgroup.com
9 atruong@moonlawgroup.com

10 Attorneys for Plaintiff Veronica Rocha

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF STANISLAUS**

14 VERONICA ROCHA, individually, and on
behalf of all others similarly situated,

15 Plaintiff,

16 v.

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18 PEAHI BAY, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

19 Defendants.
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Case No.: CV-24-001444

[Honorable John R. Mayne, Dept. 21]

**REVISED ~~PROPOSED~~ ORDER OF
FINAL APPROVAL AND
JUDGMENT**

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Final Approval;
Declaration of Kane Moon; Declaration of
Walter Haines; and Declaration of Veronica
Rocha]*

Hearing Date: September 10, 2025

Hearing Time: 8:30 a.m.

Hearing Place: Department 21

Complaint Filed: February 22, 2024

FAC Filed: April 29, 2024

1 Walter L. Haines, Esq. (SBN 71075)
Email: walter@uelglaw.com
2 **UNITED EMPLOYEES LAW GROUP, PC**
8605 Santa Monica Blvd., #63354
3 West Hollywood, CA 90069
4 Tel.: (562) 256-1047
Fax: (562) 256-1006

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6 Attorneys for Plaintiff Veronica Rocha
7
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1 The Court, having read the papers filed regarding Plaintiff Veronica Rocha’s (“Plaintiff”)
2 Motion for Final Approval of Class Action and PAGA Settlement Agreement, Class Counsel
3 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
4 Payment, and after considering the papers submitted in support of the motion, including the
5 Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
6 “Settlement,” or “Agreement”), hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant Peahi Bay, LLC (“Defendant”) entered a Settlement Agreement
8 on or about December 20, 2024 to settle this lawsuit.

9 The Court entered an Order dated February 25, 2025, preliminarily approving the
10 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, scheduling a Final Approval Hearing, and providing Class Members with an
13 opportunity to object or request exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided, all
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
21 approve the settlement and grant final certification.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies a Class consisting of all persons who worked for
25 Defendant in California as an hourly, non-exempt employee at any time during the period from
26 February 22, 2020 to November 15, 2024, or through the date of preliminary approval,
27 whichever is earlier (“Class,” “Class Members,” and “Class Period”).
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1 4. Adequacy of Representation. As Class Counsel have fully and adequately
2 represented the Class for purposes of entering and implementing the Settlement and have
3 satisfied the requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds the Class Notice and its distribution to Class
5 Members have been implemented pursuant to the Settlement Agreement and this Court's
6 Preliminary Approval Order. The Court also finds the Class Notice:

7 a. constitutes notice reasonably calculated, under the circumstances, to
8 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of
9 the Settlement Agreement and their rights under the Settlement; (iii) their right to object to any
10 aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their
11 right to challenge their Workweeks value; (vi) their right to appear at the Final Approval
12 Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether favorable
13 or unfavorable, on Participating Class Members who do not request exclusion from the
14 Settlement;

15 b. constitutes notice fully satisfying the requirements of Code of Civil
16 Procedure section 382, California Rule of Court 3.769, and due process;

17 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

18 d. constitutes the best practicable notice to Class Members.

19 6. Final Settlement Approval. The terms and provisions of the Settlement
20 Agreement were entered in good faith and are the product of arm's-length negotiations by
21 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
22 Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, and
23 adequate and in the best interests of the Parties. The Parties are hereby directed to implement
24 the Settlement according to its terms and provisions.

25 7. Binding Effect. The terms and provisions of Settlement Agreement and this
26 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
27 executors and administrators, successors, and assigns. In addition, those terms shall have res
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1 judicata and other preclusive effect in all pending and future claims, lawsuits, or other
2 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
3 or other proceedings involve matters that were or could have been raised in this matter and are
4 encompassed by the Released Claims. The Agreement will have no binding effect upon, and
5 provide no res judicata preclusion to, Class Members who timely submitted Requests for
6 Exclusion.

7 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
8 any action to enforce the terms and provisions of the Settlement Agreement.

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

- 13 a. Plaintiff's Release. Plaintiff and her respective former and present spouses,
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns
15 generally, release and discharge Released Parties from all claims, transactions, or
16 occurrences that occurred during the Class Period, including, but not limited to:
17 (a) all claims that were, or reasonably could have been, alleged, based on the
18 facts contained, in the Operative Complaint; (b) all PAGA claims that were, or
19 reasonably could have been, alleged based on facts contained in the Operative
20 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and
21 released under 5.2; and (c) all other claims Plaintiff can release by private
22 agreement against Defendant related to her former employment relationship
23 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
24 actions to enforce the Agreement, or to any claims for vested benefits,
25 unemployment benefits, disability benefits, social security benefits, workers'
26 compensation benefits that arose at any time, or based on occurrences outside the
27 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
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1 different from, or in addition to, the facts or law that Plaintiff now knows or
2 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
3 remain effective in all respects, notwithstanding such different or additional facts
4 or Plaintiff's discovery of them. Plaintiff also expressly waives and relinquishes
5 any rights or benefits available to her under the provisions of section 1542 of the
6 Civil Code.

7 b. Release by Participating Class Members Who Are Not Aggrieved Employees.

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

18 c. Release by Non-Participating Class Members Who Are Aggrieved Employees.

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

26 d. Released Parties. The Released Parties include Defendant and each of its former
27 and present directors, officers, shareholders, owners, members, attorneys,
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1 insurers, predecessors, successors, assigns, subsidiaries, affiliates, and related
2 companies, including Kalesta Healthcare Group, LLC.

3 10. Class Representative Service Payment. The Court finds the Class Representative
4 Service Payment of \$10,000.00, to be paid out of the Gross Settlement Amount by Defendant to
5 Plaintiff, to be reasonable and appropriate. The Class Representative Service Payment is to be
6 paid pursuant to the terms and provisions of the Agreement.

7 a. The rationale for making service payments is that class representatives should be
8 compensated for the expense and risk incurred in conferring a benefit on other
9 class members. Such service payments are appropriate if they are necessary to
10 induce individuals to participate in the suit. Criteria courts may consider include
11 the: (1) risk in commencing this suit; (2) notoriety and personal difficulties
12 encountered; (3) amount of time and effort spent; (4) duration of the litigation;
13 and (5) personal benefit (or lack thereof) enjoyed.

14 b. The Court reviewed Plaintiff's declaration outlining her involvement in the case.
15 Given the risks inherent in the services as the class representative, the duration of
16 the case and time involved, and the benefits created for the Class, the Court
17 approves the Class Representative Service Payment of \$10,000.00.

18 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
19 The Court finds Class Counsel Fees Payment of \$266,666.67, to be paid out of the Gross
20 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court
21 also finds the Class Counsel Litigation Expenses Payment of \$20,440.47, to be paid out of the
22 Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate.
23 Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement
24 Agreement. Defendant shall not be required to pay for any other attorneys' fees, costs, or
25 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
26 Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or
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1 disbursements incurred by Plaintiff or Class Members in connection with or related to this
2 matter, Settlement, administration of the Settlement, and/or Released Claims.

3 a. The Court has an independent right and responsibility to review the requested
4 attorneys' fees and only award so much as it determines reasonable. (See
5 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
6 127-28.) The Class Counsel Fees Payment of \$266,666.67 is thirty-three and
7 one-third percent (33 1/3%) of the common fund created for the benefit of the
8 Class Members and is supported by use of the percentage-fee method. (See
9 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
10 Considering the results achieved for the Class, financial risk undertaken, novel
11 and difficult nature of this litigation, skill required to deal with these issues,
12 percentage fees award in other cases, and contingent fees charged in private
13 marketplace, the Court finds the request for the Class Counsel Fees Payment is
14 consistent with the legal marketplace, is reasonable, and is approved.

15 b. The Court reviewed Kane Moon's declaration regarding the costs expended in
16 the prosecution of this case. Under the terms of the Settlement Agreement, Class
17 Counsel may seek reimbursement of up to \$22,000.00 in litigation costs. The
18 Court finds Class Counsel expended \$20,440.47 in litigation costs and that such
19 costs were reasonable. The Court approves the Class Counsel Litigation
20 Expenses Payment of \$20,440.47 for the reimbursement of the costs and
21 expenses incurred by Class Counsel.

22 12. Administration Expenses Payment. The Court finds the Administration Expenses
23 Payment of \$6,990.00, to be paid out of the Gross Settlement Amount by Defendant to the
24 Administrator, to be reasonable and appropriate. The Administration Expenses Payment is to be
25 paid pursuant to terms and provisions set forth in the Settlement Agreement.

26 a. The Court reviewed the declaration of the Administrator from Apex Class Action
27 Administration, the Court-approved Settlement Administrator. The Court finds
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1 notice was provided to the Class pursuant to the Preliminary Approval Order,
2 constitutes the best practicable notice to the Class, and satisfied due process.
3 Therefore, the Court approves the payment of the Administration Expenses
4 Payment of \$6,990.00 to the Administrator for its services in administering the
5 Settlement.

6 13. PAGA Penalties. The Court finds the Private Attorneys General Act of 2004
7 (“PAGA”) Penalties of \$50,000.00, seventy-five percent (75%) of which (\$37,500.00) will be
8 paid out of the Gross Settlement Amount by Defendant to the California Labor and Workforce
9 Development Agency and twenty-five percent (25%) of which (\$12,500.00) will be distributed
10 to all Aggrieved Employees who worked for Defendant in California as an hourly, non-exempt
11 employee at any time during the period from February 19, 2023 to November 15, 2024, or
12 through the date of preliminary approval, whichever is earlier, pro rata, to be reasonable and
13 appropriate. The PAGA Penalties are to be paid pursuant to the terms of the Settlement
14 Agreement.

15 14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
16 Settlement Amount, including the amounts necessary to fully pay Defendant’s share of payroll
17 taxes, in two (2) parts. Defendant will transmit the initial Four Hundred Thousand Dollars
18 (\$400,000.00) to the Administrator no later than sixty (60) days after the Effective Date (the
19 “First Payment”). Defendant will transmit the remaining Four Hundred Thousand Dollars
20 (\$400,000.00), six (6) months after the First Payment.

21 15. Payments From the Gross Settlement Amount. Within 14 days after Defendant
22 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
23 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
24 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
25 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
26 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
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1 Service Payment shall not precede disbursement of Individual Class Payments and Individual
2 PAGA Payments.

3 16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
4 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
5 proposed Settlement was the product of arm's-length negotiations following extensive
6 litigation, discovery, and exchange of documentation. The negotiations were facilitated with the
7 help of mediator Hon. Carl J. West (Ret.), an experienced and well-respected mediator.

8 17. Uncashed Checks. Any checks issued by the Administrator to Participating Class
9 Members will be negotiable for at least one hundred eighty (180) calendar days. Uncashed
10 checks will be sent to the California State Controller's Unclaimed Property Division in
11 accordance with California Unclaimed Property Law.

12 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
13 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
14 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
15 other necessary purpose, including, without limitation:

- 16 a. enforcing the terms and provisions of the Settlement Agreement and resolving
17 any disputes, claims, or causes of action in this matter that, in whole or in part,
18 are related to or arise out of the Settlement Agreement or this Order and
19 Judgment;
- 20 b. entering such additional orders as may be necessary or appropriate to protect or
21 effectuate this Order and Judgment approving the Settlement Agreement, and
22 permanently enjoining Plaintiff from initiating or pursuing related proceedings,
23 or to ensure the fair and orderly administration of the Settlement Agreement; and
- 24 c. entering any other necessary or appropriate orders to protect and effectuate this
25 Court's retention of continuing jurisdiction.

26 19. Compliance. The Court sets a Compliance Hearing for October 14, 2026 at 8:30 a.m. in
27 Department 21. Class Counsel are ordered to file a statement of disbursement on or
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1 before September 23, 2026. In addition, the Court order that notice of the Court's order
2 granting Final Approval and Judgment shall be posted on the Settlement
3 Administrator's website for a period of at least ninety (90) days pursuant to California
4 Civil Code § 1781(g) and California Rules of Court Rule 3.771(b).

5 The Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel
6 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
7 Payment is GRANTED. The Administrator is directed to carry out the terms of the Settlement
8 Agreement forthwith.

9 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
10 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
11 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
12 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
13 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
14 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
15 THE JUDGMENT THEREON.

16 **IT IS SO ORDERED.**

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18 DATED: 9/18/2025



HONORABLE JOHN R. MAYNE
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within suit; my business address is 725 S. Figueroa St., Los Angeles, CA
90017.

5 On the date indicated below, I served the document described as: **REVISED**
6 **[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT** on the interested parties
7 in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as
follows [or] [] as stated on the attached service list:

8 Jesse M. Caryl, Esq.
9 **Bent Caryl & Kroll, LLP**
6300 Wilshire Boulevard, Suite 1415
10 Los Angeles, CA 90048
Direct Dial: 323-315-0511
11 Fax: 323-774-6021
jcaryl@bcklegal.com

12 *Attorneys for Defendant Peahi Bay, LLC.*

Walter L. Haines, Esq.
Peggy Reali, Esq.
Catalina Duran
Anthony Demman
13 **UNITED EMPLOYEES LAW GROUP, PC**
14 8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047
Fax: (562) 256-1006
walter@uelglaw.com
preali@realilaw.com
cduran@uelglaw.com
anthony@uelglaw.com

15 *Attorneys for Plaintiff Veronica Rocha*

16 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
17 The envelope was mailed with postage thereon fully prepaid. I am “readily familiar”
18 with the firm’s practice of collection and processing correspondence for mailing.
19 Under that practice it would be deposited with U.S. postal service on that same day
20 with postage thereon fully prepaid at Los Angeles, California in the ordinary course
of business. I am aware that on motion of the party served, service is presumed
21 invalid if postal cancellation date or postage meter date is more than one day after
date of deposit for mailing in affidavit.

22 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed this **September 12, 2025** at Los Angeles, California.

23
24 Jim Salazar
Type or Print Name


Signature