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FILED
Superior Court of California
County of Los Angeles
04/28/2026
David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JOSE MORELOS, individually, and on behalf of
all others similarly situated,
11
12 **Plaintiff,**

13 vs.

14 SANCTUARY CLOTHING, LLC, a limited
15 liability company; SANCTUARY CLOTHING,
16 INC., a California corporation; SANCTUARY
17 CLOTHING 3611, LLC, a California
corporation; and DOES 1 through 10, inclusive,

18 **Defendants.**

Case No.: 23STCV22678

CLASS AND REPRESENTATIVE ACTION

*Assigned for all purposes to the Honorable
Elihu M. Berle, Dept. 6*

**~~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, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: April 23, 2026

Time: 10:00 a.m.

Dept.: 6

Action Filed: September 19, 2023

Trial: Not Set

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On September 5, 2025, the Court entered an Order which granted Plaintiff’s Motion for
4 Preliminary Approval of Class Action, granted conditional class certification, approved the format
5 of the Class Notice, and set a Final Approval Hearing (the “Preliminary Approval Order”), thereby
6 preliminarily approving a settlement of the above-entitled action (the “Action”) that was reached
7 between Plaintiff Jose Morelos (“Plaintiff”) and Defendants Sanctuary Clothing, LLC, Sanctuary
8 Clothing, Inc.; and Sanctuary Clothing 3611, LLC (“Defendants”) (together with Plaintiff, the
9 “Parties”), in accordance with the Parties’ Joint Stipulation of Class Action Settlement and Release
10 (the “Settlement”). The Settlement was attached as **Exhibit 1** to the Second Supplemental
11 Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class
12 Action Settlement that was filed on August 26, 2025.

13 The Court now has before it Plaintiff’s Motion for Final Approval of Class Action Settlement,
14 including a motion for payment of attorneys’ fees to Class Counsel, litigation costs to Class Counsel,
15 Enhancement Award to the Class Representative, Settlement Administration Costs, and whether the
16 Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
17 (collectively “Motion for Final Approval”), as well as a [Proposed] 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 came before Department 6 of this Court, the
26 Honorable Elihu M. Berle presiding, on April 23, 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 his 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 or Requests for Exclusion
8 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (the “Class
11 Members”): all persons currently or formerly employed by Defendants in California as non-exempt,
12 hourly-paid employees during the Class Period. The “Class Period” means the time period between
13 September 19, 2019, until February 3, 2025.

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

18 6. The Released PAGA Claims shall bind the following individuals (“PAGA
19 Members”): all non-exempt, hourly-paid California employees employed by Defendant during the
20 PAGA Period. The “PAGA Period” means the period from September 9, 2022 through February 3,
21 2025.

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

28

1 8. The deadline to submit a Request for Exclusion or to submit written objections to the
2 Settlement for the majority of Class Members was December 8, 2025.

3 9. No Requests for Exclusion were received. Accordingly, 120 Class Members remain
4 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 Court Approved Notice of Class Action Settlement and Hearing Date for Final
10 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
11 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
12 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
13 practicable under the circumstances, by providing individual and adequate notice of the proceedings
14 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
15 requirements of due process and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.

17 12. Class Release. Upon occurrence of the Effective Date and payment of payments due
18 under the terms of the Settlement, and in exchange for the consideration, undertakings, and covenants
19 agreed to by Settling Defendants in this Agreement, and to the fullest extent permitted by applicable
20 law, the Settlement Class will release, discharge, and covenant not to sue Settling Defendants, and
21 all of their respective past and present employees, directors, officers, attorneys, representatives,
22 insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors, successors, lessees,
23 and assigns, and any entity that could be jointly liable with any of these (individually and collectively
24 “Defendant Releasees”) from and with respect to all actions, causes of action, suits, liabilities, claims,
25 and demands whatsoever, and each of them, whether known or unknown, which the Settlement Class
26 or individual members thereof, has, had, or hereafter may claim to have, against Defendant Releasees,
27 or any of them, which arose during the Class Period and are based on or arise from any and all claims
28 and allegations in this Action and/or the Complaints, as well as any and all claims and allegations

1 that could have been raised in this Action and/or the Complaint based on the allegations asserted
2 therein, which include, by way of description, but not by way of limitation, claims on behalf of the
3 Settlement Class alleging that Settling Defendants failed to provide Settlement Class Members with
4 legally compliant meal periods, failed to provide Settlement Class Members with legally compliant
5 rest breaks, failed to provide Settlement Class Members with all wages due, including minimum
6 wages, regular wages, wages at the regular rate of pay, and overtime wages, failed to provide
7 Settlement Class Members with compliant wage statements, failed to timely pay Settlement Class
8 Members all wages due upon termination, and engaged in Unfair Business Practices as well as any
9 other claims under constitutional, statutory, and/or common law any way related to any of the claims
10 described in this Paragraph 57 (“Released Class Claims”). For the avoidance of doubt, Released
11 Class Claims shall include claims under the Fair Labor Standards Act (“FLSA”), and the settlement
12 check provided to each Settlement Class Member shall include a notation indicating that by cashing
13 or depositing the settlement check the Settlement Class Member shall opt in to a settlement of FLSA
14 claims.

15 13. PAGA Release. Upon occurrence of the Effective Date and payment of payments due
16 under the terms of the Settlement, and in exchange for the for the consideration, undertakings, and
17 covenants agreed to by Settling Defendants in this Agreement, and to the fullest extent permitted by
18 applicable law, the PAGA Group will release, discharge, and covenant not to sue the Defendant
19 Releasees from and with respect to all actions, causes of action, suits, liabilities, claims, and demands
20 under the California Labor Code Private Attorneys’ General Act (*i.e.*, PAGA), whether known or
21 unknown, which the PAGA Group or individual members thereof, has, had, or hereafter may claim
22 to have, against Defendant Releasees, or any of them, which arose during the PAGA Period and are
23 based on or arise from any and all claims and allegations in this Action and/or the Complaints and/or
24 the Second PAGA Notice, as well as any and all claims and allegations that could have been raised
25 in this Action and/or the Complaints and/or the Second PAGA Notice, which include, by way of
26 description, but not by way of limitation, claims under PAGA on behalf of PAGA Group alleging
27 that Settling Defendants failed to provide members of the PAGA Group with legally compliant meal
28 periods, failed to provide members of the PAGA Group with legally compliant rest breaks, failed to

1 provide members of the PAGA Group with all wages due, including minimum wages, regular wages,
2 wages at the regular rate of pay, and overtime wages, failed to provide members of the PAGA Group
3 with compliant wage statements, and failed to timely pay members of the PAGA Group all wages
4 due upon termination, as well as any other claims under constitutional, statutory, and/or common law
5 any way related to any of the claims described in this Paragraph 58.

6 14. General Release by Class Representative. Upon occurrence of the Effective Date and
7 payment of payments due under the terms of the Settlement, and in exchange for the consideration,
8 undertakings, and covenants undertaken by Settling Defendants in this Agreement, including but not
9 limited to the payment of the Enhancement Award, and to the fullest extent permitted by applicable
10 law, the Named Plaintiff will release, discharge, and covenant not to sue the Defendant Releasees
11 with respect to and from any and all claims, charges of discrimination, demands, liens, agreements,
12 contracts, covenants, actions, suits, causes of action, disputed wages, obligations, debts, expenses,
13 attorneys' fees, damages, penalties, interest, judgments, orders and liabilities of whatever kind or
14 nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and
15 whether or not concealed or hidden, which he now owns or holds or he has at any time heretofore
16 owned or held, arising out of or in any way connected with any relationship with the Defendant
17 Releasees or any other transactions, occurrences, acts or omissions or any loss, damage or injury
18 whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on
19 the part of said Defendant Releasees, or any of them, committed or omitted prior to the date of the
20 Court's Order granting Preliminary Approval (collectively, "Named Plaintiff's Claims"). The
21 Settling Parties intend the Named Plaintiff's release to be general and comprehensive in nature and
22 to release all Named Plaintiff's Claims and potential Named Plaintiff's Claims against Defendant
23 Releasees to the maximum extent permitted by law. Named Plaintiff's Claims being released include
24 specifically, by way of description, but not by way of limitation, any and all Named Plaintiff's Claims
25 arising out of or in any way related to: (i) any interactions between the Named Plaintiff and the
26 Defendant Releasees; (ii) the Named Plaintiff and Defendant's employment or independent
27 contractor relationship, including the application therefor and separation thereof; (iii) any allegations
28 as to disputed wages, remuneration, and/or other compensation, due by operation of statute,

1 ordinance, regulation, wage order, contract, or quasi-contract; (iv) any federal, state, or local law
2 prohibiting retaliation, discrimination, or harassment on the basis of age, race, color, ancestry,
3 religion, disability, sex, national origin, citizenship, or any other characteristic or activity, including,
4 without limitation, any such claims under Title VII, the California Fair Employment and Housing
5 Act, the California Labor Code, the California IWC Wage Orders, the Employee Retirement Income
6 Security Act, and the Americans With Disabilities Act or any other similar statutes whatever the city,
7 county, state, or country of enactment; (v) any claims under the Family and Medical Leave Act of
8 1993 and/or the California Family Rights Act; (vi) any transactions, occurrences, acts, statements,
9 disclosures, or omissions occurring prior to the date of the Court's order granting Preliminary
10 Approval; and (vii) any tort or contract claims.

11 15. The Class Representative acknowledges that he has had the opportunity to review,
12 and has reviewed, California Civil Code section 1542, which provides: A general release does not
13 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
14 favor at the time of executing the release and that, if known by him or her, would have materially
15 affected his or her settlement with the debtor or released party. Being fully informed of this provision
16 of the Civil Code and understanding its provisions, the Class Representative agrees to waive any
17 rights under that section, and acknowledges that this Settlement Agreement and the release contained
18 herein extends to all claims that he has or might have against the Released Parties, including those
19 which are presently unknown to him or that he does not know or suspect to exist, which, if known
20 by Plaintiff, might have affected his settlement with, and release of, the Released Parties or might
21 have affected his decision.

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

24 17. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
25 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
26 Settlement Class Members and PAGA Members, respectively, are fair and reasonable. Thus, the
27 Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in
28 accordance with the terms of the Settlement.

1 18. Defendant is ordered to fully fund the Gross Settlement Amount (**\$275,000.00**), share
2 of payroll taxes, separate and apart from the Gross Settlement Amount, by transmitting the funds to
3 the Administrator no later than fifteen (15) court days after the Effective Date.

4 19. From the Gross Settlement Amount the Settlement Administrator shall pay no later
5 than 10 court days after receiving the Gross Settlement Amount: (1) the Class Representative's
6 Enhancement Award; (2) the Settlement Administration Costs; (3) the part of the PAGA Award or
7 \$15,000.00 payable to the LWDA; (4) Class Counsel's awarded attorney fees; (5) Class Counsel's
8 awarded costs; (6) the Net PAGA Amount to PAGA Members; and (7) the Net Settlement Amount
9 to Settlement Class Members.

10 20. A total amount of \$20,000.00 shall be allocated as the "PAGA Award," payable from
11 the Gross Settlement, for resolution of the Released PAGA Claims and distributed as follows: 75%
12 (**\$15,000.00**) to the LWDA and 25% (**\$5,000.00**) to PAGA Members (the "Net PAGA Amount").

13 21. The Court finds Plaintiff has adequately represented the Class and therefore confirms
14 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
15 any recovery that Plaintiff is eligible to receive as a Participating Class Member, the Court approves
16 and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the "Service Award"), payable
17 from the Gross Settlement Amount, for his role and service as the Class Representative, for the risks
18 and work attendant to that role, and for his general release of claims and waiver of section 1542
19 rights.

20 22. The Court confirms the appointment of Kane Moon, Daniel J. Park, and Jaeyoung Lee
21 of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
22 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class
23 Members, or the Settlement Administrator, and have adequately represented Class interests. The
24 Court approves and orders the payments to Class Counsel, payable from the Gross Settlement
25 Amount, of **\$91,666.67** for reasonable attorneys' fees, and of **\$21,994.30**, for reimbursement of out-
26 of-pocket litigation costs. The Court finds that these amounts are reasonable considering the benefits
27 provided to the Class.

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1 23. The Court confirms the appointment of Apex Class Action, LLC as the Settlement
2 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
3 the payment to the Administrator of **\$5,990.00** (“Settlement Administration Costs”), payable from
4 the Gross Settlement Amount, for settlement administration.

5 24. Pursuant to California Code of Civil Procedure section 384, following the expiration
6 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
7 Administrator shall transmit those amounts to the California State Controller’s Unclaimed Property
8 Fund in the name of each Participating Class Member and/or PAGA Member who failed to cash their
9 settlement check prior to the void date.

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

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

15 27. The obligations set forth in the Settlement are deemed part of this Final Approval
16 Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are
17 ordered to carry out the Settlement according to its terms and provisions.

18 28. After entry of the concurrently filed Judgment, the Court shall have continuing
19 jurisdiction under Cal. Rules of Court, Rule 3.769(h) to enforce the terms of the Judgment.

20 29. The Settlement is finally approved but is not an admission by Defendants of the
21 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in
23 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
24 necessary to consummate or enforce the Settlement.

25 30. The Court sets a Compliance Hearing re: Distribution on **December 28, 2026 at**
26 **8:30. in Department 6.** Class Counsel are ordered to file a final report and declaration by the
27 Settlement Administrator regarding settlement distribution no later than **December 14, 2026.**

28 **IT IS SO ORDERED.**



Elihu M. Berle

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DATE: 04/28/2026

Elihu M. Berle / Judge

THE HON. ELIHU M. BERLE
Judge of the Superior Court, Los Angeles County

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 and not
4 a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

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

9 **Labor & Workforce
10 Development Agency**
11 Attn. PAGA Administrator
12 1515 Clay Street, Ste. 801
13 Oakland, CA 94612

(Served via Labor and Workforce Development Agency access portal)

14 Adam Karr
15 **O'Melveny & Myers LLP**
16 400 South Hope Street, Suite 1900
17 Los Angeles, CA 90071
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Attorneys for Defendants
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Inc.; Sanctuary Clothing, LLC
(Served via Case Anywhere)

Attorneys for Defendants
Sanctuary Clothing 3611, LLC; Sanctuary
Clothing, Inc.; Sanctuary Clothing, LLC
(Served via Case Anywhere)

17 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
18 accept electronic service, I caused the documents to be sent to the persons at the electronic
19 service addresses listed above via third-party cloud service **CASEANYWHERE.**

19 [✓] **BY LABOR AND WORKFORCE DEVELOPEMMENT AGENCY ACCESS:** By
20 uploading a true copy of the foregoing document(s) to the Labor and Workforce
21 Development Agency access.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing is
22 true and correct. Executed this **April 23, 2026** at Los Angeles, California.

23 Karen Castillo
24 Type or Print Name

/s/ Karen castillo
Signature