

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 02 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

KENYA CALDERON, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

B-PER ELECTRONIC, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01409795-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
William D. Claster, Department CX-101

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

*[Filed with the Memorandum of Points and
Authorities, Declaration of Kane Moon, and
Declaration of Katie Tran]*

FINAL APPROVAL HEARING

Date: February 20, 2026
Time: 9:00 a.m.
Dept. CX-101

1 **FINAL APPROVAL ORDER AND JUDGMENT**

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

3 On September 22, 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 Kenya Calderon ("Plaintiff") and Defendant B-Per
8 Electronic, Inc. ("Defendant," and together with Plaintiff, the "Parties"), in accordance with the
9 Parties' Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement is
10 attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final
11 Approval of Class Action and PAGA Settlement (the "Declaration of Kane Moon").

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

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, ADJUDGES, AND DECREES AS FOLLOWS:**

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

25 2. Plaintiff's Motion for Final Approval came before Department CX-101 of this Court,
26 the Honorable William D. Claster presiding, on February 20, 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 her 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 objection submitted or requests for
8 exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for
9 Final Approval and enters **JUDGMENT** in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (the “Class” or
11 “Class Members”): Any person who worked for Defendant in California as an hourly, non-exempt
12 employee at any time during the Class Period. The “Class Period” means the period from June 26,
13 2020, to June 20, 2025.

14 5. The Released PAGA Claims shall bind the following individuals (“Aggrieved
15 Employees”): Any person who worked for Defendant in California as an hourly, non-exempt
16 employee at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of
17 this Settlement only, all Aggrieved Employees are “aggrieved employees” pursuant to PAGA. The
18 “PAGA Period” means the period between June 22, 2023, to June 20, 2025.

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

25 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
26 Settlement was December 22, 2025.

27 8. No Requests for Exclusion were received. Accordingly, all 316 Class Members
28 remain in the Class and are bound by this Final Approval Order and Judgment.

1 9. The Court finds that a full opportunity has been afforded to Class Members to object
2 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
3 opportunity to object to the Settlement. No written Objections were received, and no Class Members
4 appeared at the Final Approval Hearing to present any Objections.

5 10. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
6 Court Approval (the "Class Notice"), which is attached to the Settlement Agreement as **Exhibit A**,
7 was provided to the Class pursuant to the plan for distribution described under the Settlement,
8 conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and
9 constituted the best notice practicable under the circumstances, by providing individual and adequate
10 notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
11 fully satisfied the requirements of due process and provided the Class Members with adequate
12 instructions and a variety of means to obtain additional information.

13 11. Release of Claims. Effective on the date when Defendant fully funds the entire Gross
14 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
15 Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all
16 Released Parties as provided under the Settlement.

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

19 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
20 the methodology used to calculate Individual Class Payments to Participating Class Members and
21 Individual PAGA Payments to Aggrieved Employees are fair and reasonable. Thus, the Court
22 authorizes the Administrator to calculate and pay settlement payments in accordance with the terms
23 of the Settlement.

24 14. Within 60 days of the Effective Date of the Settlement, or by June 21, 2026
25 (whichever is later), Defendant shall make a one-time deposit into the QSF created by the
26 Administrator the Gross Settlement Amount (\$272,500.00) and Defendant's share of employer
27 payroll taxes as calculated and directed by the Administrator.

28 15. No later than 14 days after deposit of the Defendant's payment into the QSF, the

1 Administrator will mail all Individual Class Payments, all Individual PAGA Payments, the LWDA
2 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
3 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4 16. A total amount of \$20,000.00 shall be allocated as the PAGA Penalties payable from
5 the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
6 follows: 65% (\$13,000.00) to the LWDA and 35% (\$7,000.00) to Aggrieved Employees.

7 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms
8 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
9 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
10 Employee, the Court approves and orders a service payment to Plaintiff in the amount of \$5,000.00
11 (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for her
12 role and service as the Class Representative and for the risks and work attendant to that role.

13 18. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
14 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
15 apparent conflicts of interest with Plaintiff, other Class Members, or the Settlement Administrator,
16 and have adequately represented Class interests. The Court approves and orders the payments to
17 Class Counsel, payable from the Gross Settlement Amount, of \$81,750.00 for reasonable attorneys'
18 fees, and of \$17,863.76, for reimbursement of out-of-pocket litigation costs. The Court finds that
19 these amounts are reasonable considering the benefits provided to the Class.

20 19. The Court confirms the appointment of Apex Settlement Administrators as the
21 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
22 the payment to the Administrator of \$5,990.00, payable from the Gross Settlement Amount, for the
23 Administration Expenses Payment.

24 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
25 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
26 Administrator shall transmit those amounts to the Controller of the State of California to be held
27 pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.*
28 in the names of those Participating Class Members and/or Aggrieved Employees who did not cash

1 their checks until such time they claim their property.

2 21. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
3 Order and Judgment will be given to the Settlement Class by the Administrator, who will post an
4 electronic copy on its website for no less than 180 calendar days following entry thereof.

5 22. This Final Approval Order and Judgment are intended to be a final disposition of
6 the Action in its entirety and are intended to be immediately appealable.

7 23. The obligations set forth in the Settlement are deemed part of this Final Approval
8 Order and Judgment, and the Parties and the Administrator are ordered to carry out the Settlement
9 according to its terms and provisions.

10 24. Without affecting the finality thereof, pursuant to California Code of Civil Procedure
11 section 664.6 and California Rule of Court rule 3.769, the Court will continue to retain jurisdiction
12 over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement
13 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
14 Judgment matters as are permitted by law.

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

20 26. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to
21 the Court a final report on or before October 30, 2026 setting forth the actual amounts paid to Class
22 Members and other amounts disbursed pursuant to the Settlement. Upon receiving the report, the
23 Court will determine whether further reports and/or a hearing will be necessary.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 DATE: 3-2-26

26 
Hon. William D. Claster
Judge of the Orange County Superior Court