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

JOSE MORENO, individually, and on behalf of
other similarly situated employees,

Plaintiff,

vs.

KERN REGIONAL CENTER; and DOES 1
through 25, inclusive,

Defendants.

Case No. BCV-24-103353
[Related to Case No. BCV-24-104216]

Honorable T. Mark Smith
Department T-2

**~~[PROPOSED]~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: June 2, 2026
Time: 8:30 a.m.
Dept.: T-2

Complaint Filed: October 2, 2024
Trial Date: Not Set

1 Plaintiff Jose Moreno's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement
3 Award, and Administration Expenses Payment came before this Court on **June 2, 2026 at 8:30 a.m.**
4 before the Honorable T. Mark Smith in Department T-2 of the above-captioned Court located at 3131
5 Arrow Street, Bakersfield, California 93308.

6 Having received and considered the Class Action and PAGA Settlement Agreement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
9 Enhancement Award, and Administration Expenses Payment, the supporting papers filed by the
10 Parties, the Declarations of Class Counsel (Alexandra Rose), the Class Representative (Jose Moreno),
11 and the Administrator (Beth Paris on behalf of Apex Class Action LLC), and the evidence and
12 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement
14 and HEREBY ORDERS, ADJUDGES, AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Order hereby incorporates by reference the definitions in the Settlement
16 Agreement, and all terms used herein shall have the same meaning as set forth in the Settlement.

17 2. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiff and Defendant Kern Regional Center ("Defendant") (together, with Plaintiff, the
19 "Parties"), including all members of the Class.

20 3. Pursuant to California Rules of Court, Rule 3.769(d), the Court finds that the following
21 Class is properly certified as a class for settlement purposes only: "All current and former non-exempt,
22 hourly paid employees who worked for Defendant in the State of California at any time during the
23 Class Period." ("Class Members"). The "Class Period" is defined as the period from October 2, 2020
24 through December 8, 2025. The "Aggrieved Employees" are all current and former non-exempt,
25 hourly paid employees who worked for Defendant in the State of California at any time during the
26 PAGA Period. The "PAGA Period" is defined as the period from October 1, 2023 through December
27 8, 2025.

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1 4. The Court appoints Plaintiff Jose Moreno as the Class Representative for settlement
2 purposes only.

3 5. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
4 Rose, and Kyle W. Wilson of Blackstone Law, APC as Class Counsel for settlement purposes only.

5 6. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
6 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
7 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
8 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
9 constitutes the best notice practicable under the circumstances, by providing individual notice to all
10 Class Members who could be identified through reasonable effort, and by providing due and adequate
11 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
12 Notice fully satisfied the requirements of due process.

13 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
14 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
15 requirements for final approval of this class action settlement under California law, including the
16 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
17 3.769.

18 8. The Settlement Agreement is not an admission by Defendant, or by any other Released
19 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
20 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
21 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
22 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
23 by or against Defendant or any of the other Released Parties. The Court’s certification of a class or
24 aggrieved group for settlement purposes only is not deemed a concession or admission by Defendant.

25 9. The Court finds that Kerlin Carolina Alvarado, Jesus Perez, and Eric Brannon have
26 validly and timely opted out of the Class Settlement and no Participating Class Members have objected
27 to the Class Settlement.

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1 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
2 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
3 the Gross Settlement Amount of an Enhancement Award to Plaintiff in the amount of \$10,000.00.

4 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
5 to Class Counsel in the sum of \$600,000.00 and reimbursement of actual litigation costs and expenses
6 to Class Counsel in the sum of \$18,723.66. The attorneys' fees and reimbursement of litigation costs
7 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
8 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
9 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
10 obtained for the Class.

11 12. The Court approves and orders payment from the Gross Settlement Amount in the
12 amount of \$9,390.00 to Apex Class Action LLC for performance of settlement administration services.

13 13. The Court approves and orders payment in the amount of \$65,000.00 to the California
14 Labor Workforce and Development Agency ("LWDA") as 65% of the \$100,000.00 payment allocated
15 toward PAGA penalties. The Court approves and orders payment in the amount of \$35,000.00 to the
16 Aggrieved Employees to cover the Released PAGA Claims for PAGA penalties.

17 14. It is hereby ordered that no later than ten (10) calendar days after the Effective Date,
18 Defendant will deposit the Gross Settlement Amount into an account established by the Administrator,
19 in accordance with the terms and methodology set forth in the Settlement Agreement.

20 15. It is hereby ordered that within fourteen (14) calendar days after Defendant funds the
21 Gross Settlement Amount, the Administrator will distribute the Individual Class Payments to
22 Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel
23 Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Enhancement Award
24 to Plaintiff, LWDA PAGA Payment to the LWDA, and Administration Expenses Payment to itself.

25 16. Each Individual Class Payment and Individual PAGA Payment check will be valid and
26 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
27 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by
28 the Administrator to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California

94104 for use in Kern County in accordance with California Code of Civil Procedure Section 384.

17. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from any and all claims that were or could have been alleged in the Operative Class Complaint that arose during the Class Period, including without limitation with respect to the following claims: (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Labor Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, *et seq.* for unfair competition, as well as any potential penalties, interest, or attorneys' fees associated with all of such causes of action under California law (collectively, "Released Class Claims"). Except for the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved Employees and Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns shall release the Released Parties from all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative PAGA Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of

1 the Actions, arising during or with respect to the PAGA Period, which include but are not limited to
2 California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 226.7(c), 510, 512(a),
3 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, *et seq.*, 2699, 2699.3, 2699.5,
4 2800, and 2802 (collectively, “Released PAGA Claims”). The foregoing release shall be binding on
5 Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim
6 under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State
7 of California, as to any claims predicated on the Released PAGA Claims.

8 19. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
9 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
10 Plaintiff, on behalf of his respective former and present spouses, representatives, agents, attorneys,
11 heirs, administrators, successors, and assigns generally release and discharge Released Parties from
12 all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited
13 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in
14 the Operative Class Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged
15 based on facts contained in the Operative PAGA Complaint, Plaintiff’s PAGA Notice, or ascertained
16 during the Actions and released under the Released PAGA Claims, and (c) any other claims, debts
17 liabilities, demands, damages, obligations, actions and causes of action, of any nature whatsoever,
18 whether known or unknown, or suspected or unsuspected, arising out of or in connection with their
19 employment with Defendant, the separation of such employment, or any other act, omission or event
20 occurring between the Parties at any time prior to the date the Plaintiff executes the Settlement
21 Agreement (“Plaintiff’s Release”). The Plaintiff’s Release includes, without limitation: (1) all claims
22 for violation of any federal, state or local statute, ordinance or regulation relating to employment
23 benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in
24 employment, specifically including, without limitation, the California Fair Employment and Housing
25 Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and
26 Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection
27 Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the
28 Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act,

1 the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining
2 Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the
3 Uniformed Service Employment and Reemployment Rights Act, and any regulation of any
4 administrative agency or governmental authority relating to employment benefits or discrimination or
5 harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages,
6 failure to provide meal periods and/or rest breaks, failure to timely pay wages during employment,
7 failure to provide accurate itemized wage statements, failure to timely pay final wages, failure to
8 reimburse business expenses, failure to maintain accurate records, and any claim for violations of the
9 California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable
10 California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim,
11 including all claims for breach of oral, implied or written contract, breach of implied covenant of good
12 faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all
13 claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits;
14 and (6) all claims for attorneys' fees and costs. The Plaintiff's Release does not extend to any claims
15 or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment
16 benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at
17 any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
18 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
19 believes to be true but agrees, nonetheless, that the Plaintiff's Release shall be and remain effective in
20 all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For
21 purposes of the Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
22 and benefits, if any, of section 1542 of the California Civil Code, which reads:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
26 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

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1 20. “Released Parties” means Defendant, and any of its past, present, and/or future,
2 directors, officers, partners, principals, Board members, trustees, shareholders, owners, members,
3 managers, employees, administrators, agents, attorneys, accountants, insurers, predecessors,
4 successors, assigns, DBAs, parents, and subsidiaries.

5 21. This document shall constitute a final judgment for purposes of California Rules of
6 Court, Rule 3.769(h). The Court may not enter an order dismissing the action at the same time as, or
7 after the entry of judgment. This Court shall retain jurisdiction with respect to all matters related to
8 the administration, enforcement, and consummation of the Settlement, and any and all claims asserted
9 in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters
10 related to the Settlement and the determination of all controversies relating thereto.

11 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
12 posting a copy of this Order and Judgment on the Administrator’s website for a period of at least sixty
13 (60) calendar days after the date of entry of this Order and Judgment.

14 23. A Compliance Hearing is set for March 18, 2027 at 8:30 am
15 in Department T-2 of this Court located at 3131 Arrow Street, Bakersfield, California 93308. The
16 Administrator shall file a Final Report by March 11, 2027.

17 **IT IS SO ORDERED.**

18 Dated: **June 2, 2026**



Honorable T. Mark Smith