

**D.LAW, INC.**

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**FILED**Superior Court of California  
County of Sacramento

07/10/2026

V. Aleman, Deputy

Attorneys for Plaintiff JULIUS L. MOORE,  
on behalf of himself and all others similarly situated**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**JULIUS L. MOORE, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

KIKKOMAN FOODS, INC., a Wisconsin  
incorporation; and Does 1 to 10, inclusive,

Defendants.

Case No. 24CV005085

Assigned for all purposes to:

Hon.: Lauri A. Damrell

Dept.: 8B

**~~PROPOSED~~ FINAL ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT AND REQUEST  
FOR ATTORNEYS' FEES, COSTS,  
AND CLASS REPRESENTATIVE'S  
SERVICE PAYMENT**

Date: July 10, 2026

Time: 9:00 AM

Dept.: 8B

Action filed: March 15, 2024

First Amended Complaint: May 20, 2024

Second Amended Complaint: July 16, 2024

Trial date: None Set

**~~PROPOSED~~ FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT AND REQUEST FOR ATTORNEYS' FEES, COSTS, AND  
CLASS REPRESENTATIVE'S SERVICE PAYMENT**

**~~PROPOSED~~ FINAL ORDER GRANTING FINAL APPROVAL**

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), filed with this Court on December 12, 2025.

On July 10, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s February 6, 2026, Order Granting Plaintiff’s Motion for Preliminary Approval of Class and Representative Settlement (the “Preliminary Approval Order”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Class.

4. Class Members means “all persons employed by Defendant in California as non-exempt employees at any point from September 18, 2019, to October 15, 2025 (the “Settlement Period”). It shall be an opt-out Class.”

5. Aggrieved Employees means non-exempt employees who worked for Defendant in the State of California from March 15, 2023, to October 15, 2025 (the “PAGA Period”).

1           6.       The Class Notice given to the Class Members fully and accurately informed the  
2 Class Members of all material elements of the proposed Settlement and of their opportunity to  
3 object to or comment thereon and was the best notice practicable under the circumstances; was  
4 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
5 State of California, the United States Constitution, due process, and other applicable law. The  
6 Class Notice fairly and adequately described the Settlement and provided Class Members  
7 adequate instructions and a variety of means to obtain additional information; provided Class  
8 Members with a full opportunity and the means to seek exclusion; and described to Class  
9 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A  
10 full opportunity has been afforded to the Class Members to participate in the Final Approval  
11 Hearing, and all Class Members and other persons wishing to be heard have been heard.  
12 Accordingly, the Court determines that all Class Members are bound by this Order and  
13 Judgment. There are zero objections and zero opt outs to the class portion of the Settlement.

14           7.       The Court has considered all relevant factors for determining the fairness of the  
15 Settlement and has concluded that all such factors weigh in favor of granting final approval. In  
16 particular, the Court finds that the Settlement was reached following meaningful discovery and  
17 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
18 adversarial, and arm's-length negotiations between the Parties; and that the terms of the  
19 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has  
20 considered all evidence presented, including evidence regarding the strength of the Plaintiff's  
21 case; the risk, expense, and complexity of the claims presented; the likely duration of further  
22 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery  
23 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby  
24 approves the settlement as set forth in the Settlement Agreement and expressly finds that said  
25 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire  
26 Settlement Class and hereby directs implementation of all remaining terms, conditions, and  
27 provisions of the Settlement Agreement.

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1           8.     The Court hereby approves the Gross Settlement Amount of \$193,000.00.

2           9.     The Court hereby approves the Net Settlement Amount of \$81,099.74.

3           10.    The Court hereby approves attorneys' fees to Class Counsel in the amount of

4 \$64,333.33 as compensation for all attorney time spent on this matter from inception through and

5 including the final Settlement Fairness Hearing.

6           11.    The Court hereby approves reimbursement of litigation costs of \$23,176.93 to

7 Class Counsel.

8           12.    The Court hereby approves the payment of costs to the Administrator, Apex Class

9 Action LLC, in the amount of \$4,390.00.

10          13.    The Court hereby approves Class Representative Service Payment in the amount

11 of \$10,000.00 to Plaintiff Julius L. Moore in consideration and exchange for Plaintiff's

12 contributions to the Class. The Court finds these amounts are request fair and reasonable.

13          14.    The Court hereby approves the allocation of \$10,000.00 to the settlement of the

14 PAGA claims, of which \$7,500.00 shall be payable to the Labor Workforce Development Agency

15 ("LWDA") and \$2,500.00 shall be payable to the Aggrieved Employees.

16          15.    No other costs or fees relief shall be awarded, either against Defendant or any

17 other of the Released Parties, as defined in the Settlement Agreement.

18          16.    The Administrator shall mail all Participating Class Members their settlement

19 checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT

20 CHECK IS ENCLOSED."

21          17.    Participating Class Members shall have up to 180 days from the date of mailing to

22 negotiate their settlement distribution check.

23          18.    If (i) any of the Participating Class Members are current employees of the

24 Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is

25 returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to

26 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those

27 settlement distribution checks delivered to the Participating Class Members at their place of

28 employment.

1           19.     Upon entry of Judgment by the Court in accordance with the Settlement  
2 Agreement:

3           a.     All Participating Class Members release the Released Parties from all claims that  
4 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative  
5 Complaint, which occurred during the Settlement Period. Participating Class Members do not  
6 release any other claims, including claims for vested benefits, wrongful termination, violation of  
7 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
8 workers' compensation, or claims based on facts occurring outside the Settlement Period (the  
9 "Released Class Claims"). The Released Class Claims do not include civil penalties pursuant to  
10 PAGA.

11           b.     All Aggrieved Employees, including Non-Participating Class Members who are  
12 Aggrieved Employees, are deemed to release the Released Parties from all claims for PAGA  
13 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in  
14 the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period  
15 ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during the  
16 PAGA Period.

17           20.     The Court further confirms and finds that nothing contained in the Settlement  
18 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any  
19 other Order entered in this action shall in any way or manner constitute an admission that any of  
20 the allegations against Defendant and all of Defendant's former and present officers, directors,  
21 subsidiaries, affiliates, shareholders, members, agents, principals, predecessors and successors in  
22 interest, owners and parents, attorneys, and assigns, to any of the claims and causes of action  
23 asserted by the Class Members or Aggrieved Employees, or any member or employee thereof,  
24 and shall not be offered in evidence in any action or proceeding against Defendant, or any other  
25 Released Parties in any court, administrative agency, or other tribunal for any purpose  
26 whatsoever, other than to the extent necessary to enforce the provisions of the Settlement  
27 Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the  
28 obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this

Final Order and Judgment.

21. Neither Defendant nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

22. By operation of the entry of this Order, as of the Effective Date, the parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

23. The date for the settlement compliance hearing is **April 23, 2027, at 10:30 a.m.**. At least 15 days prior to the settlement compliance hearing, Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the settlement compliance hearing.

### **JUDGMENT**

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Julius L. Moore, and all Participating Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Julius L. Moore, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

**IT IS SO ORDERED.**

Dated: 7/10/26



A handwritten signature in black ink, appearing to read "L. Damrell".

Honorable Lauri A. Damrell  
Judge of the Superior Court