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FILED
Superior Court of California
County of Los Angeles
11/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TISGAR HAROUN, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

HOCB RETAIL, LLC, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV09754

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

[*Filed with Plaintiff's Notice of Motion and Motion for Final Approval, the Declaration of Kane Moon, the Declaration of Plaintiff, the Declaration of Ana Merges, and [Proposed] Judgment*]

FINAL APPROVAL HEARING
Date: November 16, 2026
Time: 10:30 a.m.
Dept: 1
Judge: Hon. Theresa M. Traber

Complaint Filed: April 17, 2024
Trial Date: Not Set

Electronically Received 10/22/2026 05:00 PM

[~~PROPOSED~~] FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On June 22, 2026, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Tisgar Haroun ("Plaintiff") and Defendants HOCB Retail LLC ("HOCB") and Sirens Design LLC ("Sirens") (collectively referred to as "Defendants") (together with Plaintiff, the "Parties"), in accordance with the Parties' First Amended Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Motion for Final Approval of Class Action and PAGA Settlement.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

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

2. Plaintiff's Motion for Final Approval came before Department 1 of this Court, the Honorable Theresa M. Traber presiding, on November 16, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms

of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of any objections and opt-outs from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following class ("Class Members"): all current and former non-exempt employees of Defendants who worked for HOCB or Sirens in California at any time from April 17, 2020, through February 13, 2026.

5. The release of the Released PAGA Claims shall bind the following individuals ("Aggrieved Employees"): all current and former non-exempt employees of Defendants who worked for HOCB and/or Sirens in California at any time from April 17, 2023, through February 13, 2026.

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

7. The deadline to submit a Request for Exclusion or to submit written Objections to the Settlement was October 15, 2026, and October 29, 2026, for re-mailed Class Notices.

8. No Request for Exclusion was received. Accordingly, all Class Members remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

9. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members had an

opportunity to object to the Settlement. No written Objections were received, and no Class Members appeared at the Final Approval Hearing to present any Objections.

10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

11. Effective on the date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

a. "Released Parties" means: Defendants and each of their present and former members, parent companies, subsidiaries, affiliates, joint venturers, and licensees, and all of their shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting on behalf of or under them.

b. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all charges, complaints, claims, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the future claim to have, including, without limitation, any and all claims related or in any manner incidental to Plaintiff 's employment. Plaintiff understands she is releasing potentially unknown claims and that Plaintiff may have limited knowledge with respect to some of the claims being released. Plaintiff acknowledges there is a risk that, after signing the Settlement, Plaintiff may learn information that might have affected Plaintiff's decision to enter into the

Settlement. Plaintiff assumes this risk and all other risks of any mistake in entering into the Settlement. Plaintiff agrees that the Settlement is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into the Settlement and that Plaintiff has not transferred any interest in any claims to any spouse or to any other third party.

1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In addition, for purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or Releasing Party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

2) The Parties understand the word "claim(s)" to include all actions, causes of action, complaints, claims, and grievances, whether actual or potential, known or unknown, judgments, obligations, damages, costs, attorneys' fees, demands or liability of whatsoever kind and character, arising out of any oral or written employment agreement or employment manual or policies, arising out of employment or any other transaction between the parties or their predecessors in interest, including, but not limited to, any claims relating to wrongful discharge, breach of contract, action for declaratory relief, intentional infliction of emotional distress, breach of any implied covenant of good faith and fair dealing, injury to personal reputation, injury to the right of privacy, damages to personal and family rights, fraud, negligent infliction of emotional distress, negligent misrepresentation, conspiracy, interference with prospective economic advantage, denial of family care and/or medical leave under federal and/or California law, wages, health insurance benefits, retirement benefits,

deferred compensation benefits, employment discrimination and/or terms of employment arising under the common law, the First Amendment to the United States Constitution; the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Worker Adjustment and Retraining Notification ("WARN") Act; the Americans with Disabilities Act of 1990, as amended; the Equal Pay Act; the Fair Labor Standards Act; Sections 401 and 409A of the Internal Revenue Code of 1986, as amended; the Family Medical Leave Act of 1993; 42 U.S.C. sections 1981-88; Article 1, Section 8 of the California Constitution; California Civil Code section 51, et seq.; the California Fair Employment and Housing Act including, but not limited to, Government Code section 12940, et seq.; all rights set forth in the California Labor Code, as amended, including, but not limited to, sections 201, 202, 203, 204-204b, 210, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 2699 and 1198 California Code of Regulations, Title 8 Sections 11000 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business and Professions Code sections 17200 *et seq*., California's WARN Act codified at California Labor Code section 1400, et seq.; the California Family Rights Act; and any other federal, state or county statute, regulation, ordinance, or order relating to wages, deferred compensation benefits, vacation pay, sick leave, family care leave, health insurance benefits (including but not limited to continuing and/or converting insurance benefits); retirement benefits, employment discrimination and/or terms of employment, including, but not limited to, any claim of discrimination and/or harassment based upon gender, race, national origin, marital status, veteran's status, ancestry, religion, physical or mental disability, sex, age, medical condition, sexual orientation,

pregnancy, and familial status, any other protected basis and any related damages, penalties, restitution, equitable relief, disgorgement, interest or attorneys' fees that arose during the Class Period to the extent such claims can be released and waived by law (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs the Settlement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs the Settlement; or (iv) claims which cannot be released by private agreement.

c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective form and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action for the Released Class Claims that were alleged in, or arising out of facts asserted in the operative Second Amended Class and Representative Action Complaint or reasonably could have been alleged based on the facts in the Second Amended Class and Representative Action Complaint during the Class Period. This release includes, without limitation, claims arising under California Labor Code sections 201, 202, 203, 204-204b, 210, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 California Code of Regulations, Title 8 Sections 11000 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business and Professions Code sections 17200 *et seq*., including any related damages, penalties, restitution, equitable relief, disgorgement, interest or attorneys' fees that arose during the Class Period. For the avoidance of doubt, the Released Class Claims include, the claims alleged in the Second Amended Class and Representative Action Complaint for

alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code §§ 17200, *et seq*., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims").

1) The Released Class Claims do not include any claims that cannot be released as a matter of law and are limited to claims arising during the Class Period.

d. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged in the Second Amended Class and Representative Action Complaint based on the facts alleged in the PAGA Notice and the Second Amended Class and Representative Action Complaint during the PAGA Period. This release includes, without limitation, claims arising under California Labor Code sections 201, 202, 203, 204-204b, 210, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198, California Code of Regulations, Title 8 Sections 11000 and 11090, and the applicable Industrial Welfare Commission (IWC) Wage Orders, including related civil penalties for failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements that accrued during the Aggrieved Employees' employment during the PAGA Period.

e. Release by Plaintiff and the LWDA: Plaintiff and the LWDA fully and finally

release and discharge the Released Parties from any and all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Second Amended Class and Representative Action Complaint and PAGA Notice, including, without limitation, violations of California Labor Code sections 201, 202, 203, 204-204b, 210, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements that accrued during the Aggrieved Employees' employment during the PAGA Period. (collectively, the "Released PAGA Claims").

1) The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any Aggrieved Employees' claims for wages or statutory penalties based upon the failure to pay wages. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct.* (*Angelo Dairy*) (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

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

13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,

the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

14. Defendants shall fully fund the Gross Settlement Amount (**$200,000.00)**, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator within thirty (30) calendar days of the Effective Date.

15. No later than 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Award, and Administration Expenses Payment.

16. A total amount of $15,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (**$11,250.00**) to the LWDA ("the LWDA PAGA Payment") and 25% (**$3,750.00**) to Aggrieved Employees (the "Individual PAGA Payments").

17. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee, the Court approves and orders an enhancement award to Plaintiff in the amount of **$7,500.00** (the "Class Representative Enhancement Award"), payable from the Gross Settlement Amount, for her services in support of the Action and General Release.

18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of **$66,666.67** for reasonable attorneys' fees (the "Class Counsel Fees Payment"), and **$16,000.00** for reimbursement of out-of-pocket costs (the "Class Counsel Expenses Payment"). The Court finds that these amounts are reasonable considering the benefits provided to the Class.

19. The Court confirms the appointment of Apex Class Action, LLC as the Administrator,

who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator of **$6,990.00** ("Administration Expenses Payment"), payable from the Gross Settlement Amount, for settlement administration.

20. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue."

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

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

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

24. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

26. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on November 16, 2027 **at** 4:00 p.m. **in Department 1**. Class Counsel are ordered to file a final

report and declaration by the Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED.

DATE: 11/16/2026



THE HON. THERESA M. TRABER
Judge of the Superior Court, Los Angeles County