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**FILED**  
Superior Court of California  
County of Los Angeles  
**05/13/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

7 Attorneys for Plaintiff SANDRA L. DELGADO

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

11 SANDRA L. DELGADO, individually, and on  
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 MORTON GRINDING, INC., a California  
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.

Case No.: 21STCV34037

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable Stuart  
M. Rice, Department 1

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING:

Date: May 13, 2024

Time: 10:30 a.m.

Dept.: 1

Action Filed: September 15, 2021

Trial Date: Not set



1 and one third percent (33 1/3%) of the Gross Settlement Amount (currently estimated to be  
2 \$141,666.67); and (f) the Class Counsel Litigation Expenses Payment for reimbursement of  
3 litigation expenses up to \$16,000.00.

4 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
5 reasonable to the Class Members when balanced against the probable outcome of further litigation  
6 relating to class certification, liability and damages issues, and potential appeals; (2) significant  
7 informal discovery, investigation, research, and litigation have been conducted such that counsel  
8 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)  
9 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
10 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
11 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
12 the Court preliminarily finds that the Settlement was entered into in good faith and meets the  
13 requirements for preliminary approval.

14 4. A final approval hearing on the question of whether the proposed Settlement, Class  
15 Counsel's attorneys' fees and costs, Settlement Administration Costs, the PAGA Payment, and  
16 the Class Representative Service Award should be finally approved as fair, reasonable, and  
17 adequate as to the members of the Class is hereby set in accordance with the Implementation  
18 Schedule set forth below.

19 5. The Court provisionally certifies, for settlement purposes only, the following class  
20 ("Class Members"): All persons employed by Defendant in California and classified as non-  
21 exempt employees who worked for Defendant during the Class Period. The "Class Period" means  
22 the period from September 15, 2017 to May 1, 2024. Excluded from the Class will be any Class  
23 Member who opts out of the Settlement by sending the Administrator a valid and timely Request  
24 for Exclusion.

25 6. Further, the Court provisionally certifies, for settlement purposes only, the  
26 following "Aggrieved Employees": any person employed by Defendant in California and classified  
27 as a non-exempt employee who worked for Defendant during the PAGA Period. The "PAGA  
28 Period" means the period from September 13, 2020, to May 1, 2024.

1           7.       Release of Claims. Effective on the date when Defendant fully fund the entire Gross  
2 Settlement Amount and the Court enters an order granting Final Approval of this Settlement, Plaintiff, Class  
3 Members, and Class Counsel will release claims against all Released Parties as follows:

4           a. Released Parties. “Released Parties” means: Defendant and any parent, subsidiary,  
5           affiliate, predecessor or successor entity, and all agents, employees, contracting parties,  
6           joint employers, officers, directors and attorneys thereof.

7           b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,  
8           representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,  
9           release and discharge Released Parties from all claims, transactions, or occurrences that  
10          occurred during the Class Period, including, but not limited to: (a) all claims that were, or  
11          reasonably could have been, alleged, based on the facts contained, in the Operative  
12          Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged  
13          based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice (“Plaintiff’s  
14          Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this  
15          Agreement, or to any claims for vested benefits, unemployment benefits, disability  
16          benefits, social security benefits, workers’ compensation benefits that arose at any time, or  
17          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  
19          knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and  
20          remain effective in all respects, notwithstanding such different or additional facts or  
21          Plaintiff’s discovery of them. For purposes of Plaintiff’s Release, Plaintiff expressly  
22          waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the  
23          California Civil Code, which reads: A general release does not extend to claims that the  
24          creditor or releasing party does not know or suspect to exist in his or her favor at the time  
25          of executing the release, and that if known by him or her would have materially affected  
26          his or her settlement with the debtor or Released Party.

27          c. Release by Participating Class Members. All Participating Class Members, on behalf of  
28          themselves and their respective former and present representatives, agents, attorneys, heirs,

1 administrators, successors, and assigns, release Released Parties from (i) all claims that  
2 were alleged, or reasonably could have been alleged, based on the facts stated in the  
3 Operative Complaint during the Class Period, including, e.g., any and all claims arising  
4 under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510,  
5 512, 1174(d), 1194, 1194.2, 1197, 1198, and the applicable Industrial Welfare  
6 Commission Wage Orders based on any alleged failure to pay minimum wage; failure to  
7 pay overtime compensation; failure to pay paid time off wages; failure to provide meal  
8 periods; failure to authorize and permit rest periods; failure to timely pay final wages;  
9 failure to timely pay wages during employment; failure to provide accurate wage  
10 statements; failure to keep adequate records; and unfair business practices arising under  
11 California Business and Professions Code section 17200 *et seq.* Excluded from this  
12 portion of the release are claims for PAGA penalties that were alleged, or reasonably could  
13 have been alleged, based on the facts stated in the Operative Complaint and the Plaintiff's  
14 PAGA Notice during the PAGA Period. Except as set forth in Section 5.3 of this  
15 Agreement, Participating Class Members do not release any other claims, including claims  
16 for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
17 Act, unemployment insurance, disability, social security, workers' compensation, or  
18 claims based on facts occurring outside the Class Period.

19 d. Release by Class Members Who Are Aggrieved Employees. All Class Members who  
20 are Aggrieved Employees are deemed to release, on behalf of themselves and their  
21 respective former and present representatives, agents, attorneys, heirs, administrators,  
22 successors, and assigns, the Released Parties from all claims for PAGA penalties that were  
23 alleged, or reasonably could have been alleged, based on the facts stated in the Operative  
24 Complaint and/or the Plaintiff's PAGA Notice during the PAGA Period, including any  
25 claim for PAGA penalties based on alleged violations of California Labor Code sections  
26 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198,  
27 and the applicable Industrial Welfare Commission Wage Orders based on any alleged  
28 failure to pay minimum wage; failure to pay overtime compensation; failure to pay paid

1 time off wages; failure to provide meal periods; failure to authorize and permit rest  
2 periods; failure to timely pay final wages; failure to timely pay wages during  
3 employment; failure to provide accurate wage statements; and/or failure to keep  
4 adequate records.

5 8. The Court, for purposes of this Preliminary Approval Order, hereby refers to and  
6 adopts all terms and definitions as set forth in the Settlement.

7 9. The Court finds, for settlement purposes only, that the Settlement Class meets the  
8 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
9 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and  
10 fact that are common, or of general interest, to all Settlement Class Members, which predominate  
11 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class  
12 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
13 Settlement Class Members; and (5) a class action is superior to other available methods for the  
14 fair and efficient adjudication of the controversy.

15 10. The Court appoints, for settlement purposes only, Plaintiff as the "Class  
16 Representative." The Court approves, on a preliminary basis, payment of a Class Representative  
17 Service Award to Plaintiff of up to \$7,500.00 from the Gross Settlement Amount, in addition to  
18 the amount she is eligible to receive as a Class Member, for her contributions and participation in  
19 the litigation, for the risks and duties attendant to her role as the Class Representative, and for her  
20 general release of claims against the Released Parties. To the extent the final amount awarded is  
21 less, the remainder will be retained in the Net Settlement Amount for distribution to Participating  
22 Class Members.

23 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law  
24 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability  
25 to request attorneys' fees of up to thirty-three and one third percent (33 1/3%) of the Gross  
26 Settlement Amount (currently estimated to be \$141,666.67), as well as reimbursement for actual  
27 costs not to exceed \$16,000.00, payable from the Gross Settlement Amount. To the extent actual  
28 costs are less and/or the final amounts awarded for fees and/or costs are less, the remainder will

1 be retained in the Net Settlement Amount for distribution to Participating Class Members.

2 12. The Court appoints Apex Class Action Administration as the “Settlement  
3 Administrator” with payment, payable from the Gross Settlement Amount, for administration  
4 costs not to exceed \$10,000.00, except upon a showing of good cause and as approved by the  
5 Court. To the extent administration costs are less, the remainder will be retained in the Net  
6 Settlement Amount for distribution to Participating Class Members.

7 13. The Settlement Administrator shall perform services and duties as provided for in  
8 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in  
9 English and Spanish, to Class Members. Class Members shall not be required to submit a claim  
10 form to receive individual settlement payments.

11 14. The Court approves the designation of Court Appointed Special Advocates of Los  
12 Angeles as the *cypres* beneficiary of any uncashed settlement checks, pursuant to California Code  
13 of Civil Procedure section 384.

14 15. The Court approves the Class Notice in substantially similar form and content as  
15 is attached to the Settlement as **Exhibit A**. The Court finds, on a preliminary basis, that the plan  
16 for distribution of the Class Notice satisfies due process, provides the best notice practicable under  
17 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

18 16. The obligations set forth in the Settlement are deemed part of this Preliminary  
19 Approval Order, and the Parties and Settlement Administrator are ordered to carry out the  
20 Settlement according to its terms and provisions.

21 17. The Court orders the following Implementation Schedule:

22 Defendant to provide the Administrator 23 with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
24 Administrator to mail the Class Notice	25 Within 14 calendar days after receiving the Class Data from Defendant

Response Deadline for Class Members	Within 60 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed Class Notices)
Last Day to File a Motion For Final Settlement Approval	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	U&q à^!ÁËÇÇ ÆoFÈKÉÇ Á Ö^] æç ^} oFÁJ] iã * ÁG^^oO] ~!o@ ~•^

18. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant 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 as may be necessary to consummate or enforce the Settlement.

**IT IS SO ORDERED.**



*Stuart M. Rice*

DATED: T æ ÁËÇÇ \_\_\_\_\_

Stuart M. Rice / Judge  
 THE HONORABLE STUART M. RICE  
 Judge of the Superior Court, Los Angeles County