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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF CONTRA COSTA**

11 JOHN ANTHONY KEYS and SHANTELL  
12 JORDAN, individually, and on behalf of all  
others similarly situated,

13 Plaintiffs,

14 vs.

15 FRESCHI AIR SYSTEMS, LLC, a limited  
16 liability company; and DOES 1 through 10,  
inclusive,

17 Defendant.  
18  
19

Case No.: C22-02747

*[Assigned for All Purposes to the Honorable  
Edward Weil, Dept 39]*

**REVISED [PROPOSED] ORDER  
GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS AND PAGA ACTION  
SETTLEMENT**

1           The Court has before it the unopposed Motion for Preliminary Approval of Class and  
2 PAGA Action Settlement (“Motion”) of Plaintiffs John Anthony Keys and Shantell Jordan  
3 (“Plaintiffs”). Having reviewed the Motion, the supporting Declaration of Kane Moon, and the  
4 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”), and good cause  
5 appearing,

6           THE COURT HEREBY ORDERS AS FOLLOWS:

7           1.       The Settlement appears to be fair, adequate, and reasonable, and thus, appears to  
8 meet the requirements for preliminary approval. In particular, the Settlement appears to be fair  
9 and reasonable, and in the best interest of the Class Members (1) when balanced against the  
10 probable outcome of further litigation relating to class certification, liability, and damages  
11 issues, and potential appeals; (2) because significant formal and informal discovery,  
12 investigation, research, and litigation have been conducted such that Counsel for the Parties  
13 were able to reasonably evaluate their respective positions at the time of settlement; (3) because  
14 settlement will avoid substantial costs, delay, and risks that would be presented by further  
15 litigation of the action; and (4) such has been reached as a result of intensive, serious, and non-  
16 collusive negotiations between the Parties. Accordingly, the Settlement also appears to have  
17 been entered into in good faith.

18           2.       The Settlement and Settlement Class are preliminarily approved based on the  
19 Settlement terms, which appear to be within the range of potential approval, pursuant to the  
20 California Code of Civil Procedure section 382 and applicable law. The Settlement is attached  
21 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of  
22 Class and PAGA Action Settlement (“Moon Declaration”) as Exhibit 1.

23           3.       The Settlement appears to fall within the range of reasonableness of a settlement  
24 which could ultimately be given final approval by this Court. In addition, the Settlement appears  
25 to be presumptively valid, subject to any objections that may be raised at the Final Approval  
26 Hearing and final approval by this Court. The Court notes that Defendant have agreed to create  
27 a Gross Settlement Amount of \$480,000.00 to cover (a) Settlement Payments to Class Members  
28 who do not validly opt out; (b) a \$37,500.00 payment to the State of California, Labor &

1 Workforce Development Agency (“LWDA”) for the settlement of claims for civil penalties  
2 under the California Private Attorneys General Act of 2004 (“PAGA”), and \$12,500.00 to the  
3 PAGA employee group; (c) \$15,000.00, for a \$7,500.00 service payment to each of the Class  
4 Representatives or Plaintiffs; (d) a payment not to exceed \$160,000.00, or 33 1/3% of the Gross  
5 Settlement Amount, for Class Counsel’s attorneys’ fees, and a payment not to exceed  
6 \$35,000.00 for costs and actual litigation expenses incurred by Class Counsel; and (e) a payment  
7 not to exceed \$6,990.00 for Settlement Administration costs.

8 4. The Settlement Class is provisionally certified, for settlement purposes only  
9 because the Settlement Class appears to meet the requirements for certification under California  
10 Code of Civil Procedure section 382 in that: (1) the Settlement Class is so numerous that joinder  
11 is impractical; (2) there are questions of law and fact that are common, or of general interest, to  
12 all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs’ claims  
13 are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will  
14 fairly and adequately protect the interests of the Settlement Class Members; and (5) a class  
15 action is superior to other available methods for the fair and efficient adjudication of the  
16 controversy. The court notes the Settlement Class includes “all current and former non-exempt  
17 hourly-paid employees and Residential Sales Consultants who worked for Defendant from  
18 December 27, 2018 to April 1, 2025.” Excluded from the Settlement Class are all persons who  
19 properly and timely elect to opt out.

20 5. The PAGA Employee, or Aggrieved Employee, Group is provisionally approved  
21 for settlement purposes only. The court notes the Aggrieved Employee Group includes “all  
22 current and former non-exempt hourly-paid employees and Residential Sales Consultants who  
23 worked for Defendant in California from December 27, 2021 to April 1, 2025.”

24 6. Upon the final approval by the Court of this Settlement and Defendant’s payment  
25 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created  
26 by this Settlement, the Class Representatives, the Class, and each Class Member who has not  
27 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and  
28 each Aggrieved Employee, regardless of whether they have requested exclusion from the

1 Settlement of Class claims, will release claims in accordance with the terms of the Settlement.  
2 With the exception of Plaintiffs, who will be subject to a broader release in accordance with the  
3 terms of the Settlement, the Class Members and Aggrieved Employees will be subject to the  
4 following release terms:

5 **a. Identity of Released Parties.** The released parties are Defendant together with its  
6 affiliates, subsidiaries, and parent, and each of the foregoing entities' current and  
7 former owners, members, officers, directors, managers, employees, representatives,  
8 and agents. (collectively "**Releasees**").

9 **b. Effective Date.** The "Effective Date" of this Settlement shall be the later of (a) if  
10 there are no objections to the Settlement, the sixty-first (61st) day after service of  
11 notice of entry of the Judgment entered by the Court; (b) if there are objections to  
12 the Settlement, and if an appeal, review or writ is not sought from the Judgment,  
13 the sixty-first (61st) day after the date after service of notice of entry of the  
14 Judgment; or (c) if an appeal, review or writ is sought from the Judgment, the date  
15 upon which all appellate and/or other proceedings resulting from the appeal, review  
16 or writ have been finally terminated in such a manner as to permit the Judgment to  
17 take effect in substantially the form described herein.

18 1. **Claims Released by Plaintiffs.** Plaintiffs, each of them, do hereby, for themselves  
19 and their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,  
20 trustees, conservators, guardians, personal representatives, and assigns forever and completely  
21 release and discharge the Released Parties from any and all charges, complaints, claims, liabilities,  
22 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,  
23 demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil  
24 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any  
25 nature whatsoever, from the beginning of time through the execution of this Agreement, whether  
26 known or unknown, suspected or unsuspected, including but not limited to all claims arising out of,  
27 based upon, or relating to Plaintiffs' employment with Defendant or the remuneration for or  
28 termination of such employment ("General Release").

1           2.       Without limiting the generality of the foregoing, this General Release by the  
2 Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims  
3 (including but not limited to those for contract, tort and equity), including without limitation the  
4 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil  
5 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards  
6 Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the  
7 California Fair Employment and Housing Act, the California Unfair Competition Act (California  
8 Business and Professions Code section 17200 et seq.), and the California Labor Code.

9           3.       Plaintiffs, each of them, agree that there is a risk that any injury that they may have  
10 suffered by reason of the Released Parties' relationship with them might not now be known, and  
11 there is a further risk that said injuries, whether known or unknown at the date of this Settlement  
12 Agreement, might possibly become progressively worse, and that as a result thereof further  
13 damages may be sustained. Nevertheless, the Plaintiffs, each of them, agree to forever and fully  
14 release and discharge the Released Parties, and understand that by the execution of this Settlement  
15 Agreement no further claims for any such injuries that existed at the time of the execution of this  
16 Settlement Agreement may ever be asserted by Plaintiffs, each of them, with respect to claims  
17 arising in the time period from the beginning of time to the execution of this Settlement  
18 Agreement.

19           4.       Plaintiffs, each of them, expressly waive and relinquish all rights and benefits  
20 afforded by Section 1542 of the Civil Code of the State of California and do so understanding and  
21 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of  
22 the State of California states:

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



1 out daily health care questionnaires), on-call time, commission pay, auto-  
2 deductions from time, and/or due to rounding of time; (2) failure to pay overtime  
3 and double time wages at the regular rate of pay; (3) failure to provide compliant  
4 meal periods and/or pay meal periods premiums in lieu of providing compliant meal  
5 breaks; (4) failure to authorize and permit compliant rest breaks and/or failure to  
6 pay rest break premiums in lieu thereof; (5) failure to indemnify necessary business  
7 expenses; (6) failure to timely pay wages during employment; (7) failure to timely  
8 pay final wages at termination and within the time limits required by law; (8) failure  
9 to carry over and/or pay all unused, accrued vacation and paid time off (PTO) pay  
10 at time of termination; (9) failure to provide accurate itemized wage statements;  
11 (10) failure to maintain accurate time and payroll records, (11) failure to provide  
12 suitable seating, (12) failure to pay paid sick leave (“PSL”) or Covid-19  
13 supplemental paid sick leave (“SPSL”) at the regular rate of pay; (13)  
14 misclassification of Residential Sales Consultants as exempt employees; and (14)  
15 violations of California’s unfair competition law, Calif. Bus. and Prof. Code §§  
16 17200 *et. seq.* (“UCL”). The time period governing the Released Class Claims shall  
17 be the same as the Class Period.

18 **d. “Released PAGA Claims”** by all Aggrieved Employees and California’s Labor  
19 Workforce Development Agency (“LWDA”) against the Released Parties means  
20 any and all claims for civil penalties under PAGA based on the facts, claims and  
21 theories that were asserted or could have been asserted under PAGA in the Third  
22 Amended Complaint or in the Amended LWDA Notice, including but not limited  
23 to claims for violations of Labor Code sections 201-203, 204, 210, 226, 226.3,  
24 226.7, 226.8, 227.3, 245-248.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,  
25 1197.1, 1198, 2802, and alleged violations of corresponding applicable California  
26 IWC Wage Orders, which are supported by and/or based on the following theories:  
27 (1) failure to pay all wages owed, including wages for work performed off-the-clock  
28 work (including filling out daily health care questionnaires), on-call time,

1 commission pay, auto-deductions from time, and/or due to rounding of time; (2)  
2 failure to pay overtime and double time wages at the regular rate of pay; (3) failure  
3 to provide compliant meal periods and/or pay meal periods premiums in lieu of  
4 providing compliant meal breaks; (4) failure to authorize and permit compliant rest  
5 breaks and/or failure to pay rest break premiums in lieu thereof; (5) failure to  
6 indemnify necessary business expenses; (6) failure to timely pay wages during  
7 employment; (7) failure to timely pay final wages at termination and within the time  
8 limits required by law; (8) failure to carry over and/or pay all unused, accrued  
9 vacation and paid time off (PTO) pay at time of termination; (9) failure to provide  
10 accurate itemized wage statements; (10) failure to maintain accurate time and  
11 payroll records, (11) failure to provide suitable seating, (12) failure to pay paid sick  
12 leave (“PSL”) or Covid-19 supplemental paid sick leave (“SPSL”) at the regular  
13 rate of pay; and (13) misclassification of Residential Sales Consultants as exempt  
14 employees. All Aggrieved Employees will receive a portion of the settlement  
15 designated as the alleged Aggrieved Employees’ portion of the PAGA Settlement  
16 Amount, regardless if such alleged Aggrieved Employees exclude themselves or  
17 opt-out of the Settlement Class. The time period governing the Released PAGA  
18 Claims shall be the same as the PAGA period.

19 7. The Class Representatives appointed for this matter, for settlement purposes only,  
20 are Plaintiffs John Anthony Keys and Shantell Jordan.

21 8. The Gross Settlement Amount of \$480,000 is preliminarily approved.

22 9. The Class Counsel appointed for this matter, for settlement purposes only, is  
23 Moon Law Group, PC. The attorneys’ fees (not to exceed \$160,000.00, or 33 1/3% of the Gross  
24 Settlement Amount) and litigation costs (not to exceed \$35,000.00) for Class Counsel are  
25 preliminarily approved.

26 10. The Settlement Administrator appointed for this matter, for settlement purposes  
27 only, is Apex Class Action Administration. The reasonable administration costs (estimated not  
28 to exceed \$6,990) are preliminarily approved.

1           11. The Notice, as to form and content, for settlement purposes only, is adequate,  
2 and, on a preliminary basis, the plan for the distribution of the Notice to Settlement Class  
3 Members satisfies Due Process, provides the best notice practicable under the circumstances,  
4 and shall constitute due and sufficient notice to all persons entitled thereto. The Notice is  
5 attached as Exhibit A to the Settlement.

6           12. The Parties must carry out the Settlement in accordance with its terms.

7           13. Any class member who does not request exclusion from the Settlement may  
8 object thereto.

9           14. A final fairness hearing on the question of whether the Settlement terms,  
10 including the attorneys' fees and costs to Class Counsel and Class Representative service  
11 payment, should be finally approved as fair, adequate, and reasonable as to the Class Members  
12 is hereby set in accordance with the following Implementation Schedule:

13           Defendant to provide Class Data to the 14           Settlement Administrator	Within twenty-one (21) calendar days from the date of preliminary approval by the Court
16           Settlement Administrator to mail the 17           Notice Packets by First Class Mail	Within ten (10) calendar days after the Class Data is provided to the Settlement Administrator
19           Response Deadline	Within forty-five (45) days after the Settlement Administrator initially mails the Notice to Settlement Class Members
22           Deadline to file Motion for Final Approval	October 8, 2025
23           Final Approval Hearing	October 30, 2025 at 9 a.m. in Department 39
25           Deadline for Plaintiff's Counsel to submit 26           a Compliance Statement (one week before 27           the	August 20, 2026

Final Compliance Hearing Date	August 27, 2026
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15. If any of the dates in the above schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. Pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

17. To facilitate the administration of the Settlement pending final approval, the Court hereby enjoins the Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has lapsed.

18. The Settlement is preliminarily approved but is not an admission by the Defendant of the validity of any claims in the Class and PAGA action, or of any wrongdoing or violation of law by Defendant. Neither the Agreement 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 Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

19. Five percent (5%) of attorneys' fees will be withheld by the settlement administrator pending satisfactory compliance of the Settlement as found by the Court.

**IT IS SO ORDERED.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Honorable Edward Weil  
Judge of the Contra Costa County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the action; my business address is 725 S. Figueroa Street, 31<sup>st</sup> Floor, Los  
7 Angeles, California 90017. On **June 25, 2025**, I served the foregoing document described as:

8 **REVISED [PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION FOR  
9 PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

10 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
11 addressed as follows:

12 Alison L. Tsao  
13 Marianne C. Koepf  
14 Candace DesBaillets  
15 Shantal Corral  
16 **CDF LABOR LAW LLP**  
17 601 Montgomery Street, Suite 333  
18 San Francisco, CA 94111  
19 Telephone: 415-981-3233  
20 atsao@cdflaborlaw.com  
21 mkoepf@cdflaborlaw.com  
22 cdesbaillets@cdflaborlaw.com  
23 scorral@cdflaborlaw.com

24 *Attorneys for Freschi Air Systems, LLC*

25 [] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The  
26 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with  
27 the firm’s practice of collection and processing correspondence for mailing. Under that  
28 practice it would be deposited with U.S. postal service on that same day with postage  
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am  
aware that on motion of the party served, service is presumed invalid if postal  
cancellation date or postage meter date is more than one day after date of deposit for  
mailing in affidavit.

29 X (State) I declare under penalty of perjury under the laws of the State of  
30 California that the above is true and correct.

31 Executed on **June 25, 2025**, at Los Angeles, California.

32 Katherine So /s/ Katherine So  
33 \_\_\_\_\_  
34 Name Signature