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**FILED**  
Superior Court of California  
County of Los Angeles

10/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

6 Attorneys for Plaintiff Reyna Selene Garate Ramirez

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF LOS ANGELES**

9  
10 REYNA SELENE GARATE RAMIREZ,  
individually, and on behalf of all others similarly  
11 situated,

12 Plaintiff,

13 vs.  
14

15 NORTHSIDE IMPORTS, INC.; and DOES 1  
16 through 10, inclusive,

17 Defendants

Case No.: 23STCV22697

[Assigned for all purposes to The  
Hon. Theresa M. Traber, Department 1]

**~~AMENDED [PROPOSED]~~ ORDER  
GRANTING PLAINTFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 9, 2025

Time: 9:00 AM

Dept.: 1

Action Filed: September 19, 2023

PAGA Notice Filed: September 9, 2023

Trial Date: None Yet

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”)  
2 in the above references case came before this Court on October 9, 2025 in Department 1,  
3 Honorable Theresa M. Traber, presiding.

4 The Court, having considered the Amended Class Action Settlement (“Settlement  
5 Agreement”) and all other papers filed in this action, and good cause appearing, hereby finds and  
6 orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be  
8 fair, adequate, and reasonable, and therefore meets the requirements for preliminary approval. The  
9 Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms  
10 set forth in the Settlement Agreement attached as **Exhibits 1 and 2** to the Supplemental  
11 Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class and  
12 PAGA Action Settlement. The Court preliminarily finds that the terms of the Settlement appear to  
13 be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and  
14 applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which could  
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
18 Court. The Court notes that Defendant has agreed to create a common fund of \$300,000.00  
19 (“Gross Settlement Amount”) to cover (a) settlement payments to class members who do not  
20 validly opt out; (b) \$20,000.00 allocated to penalties under the Private Attorneys General Act of  
21 2004 (“PAGA”), distributed as follows: 25% (\$5,000.00) to the PAGA Employees and 75%  
22 (\$15,000.00) to the California Labor and Workforce Development Agency; (c) Class  
23 Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel’s attorneys’  
24 fees, not to exceed 33.3% of the Gross Settlement Amount (\$100,000.00), and up to \$25,000.00 in  
25 costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration  
26 costs of up to \$7,000.00.

27 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
28 reasonable to the class members when balanced against the probable outcome of further litigation

1 relating to class certification, liability and damages issues, and potential appeals; (2) significant  
2 informal discovery, investigation, research, and litigation have been conducted such that counsel  
3 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement  
4 at this time will avoid substantial costs, delay, and risks that would be presented by the further  
5 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of  
6 intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court  
7 preliminarily finds that the Settlement Agreement was entered into in good faith.

8           4. A final fairness hearing on the question of whether the proposed settlement,  
9 attorneys' fees and costs to Class Counsel, and the class representative's enhancement award  
10 should be finally approved as fair, reasonable and adequate as to the members of the class is  
11 hereby set in accordance with the Implementation Schedule set forth below.

12           5. The Court provisionally certifies for settlement purposes only the following class  
13 (the "Settlement Class"):

14  
15                   All individuals who were employed by Defendants in the State of California  
16                   and classified as non-exempt employees during the Class Period (from  
17                   September 19, 2019 to January 31, 2025) and did not sign arbitration  
18                   agreements.

19           6. The Court finds, for settlement purposes only, that the Settlement Class meets the  
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
21 Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law and  
22 fact that are common, or of general interest, to all Settlement Class Members, which predominate  
23 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class  
24 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
25 Settlement Class Members; and (5) a class action is superior to other available methods for the fair  
26 and efficient adjudication of the controversy.

27           7. The Court appoints, for settlement purposes only, Reyna Selene Garate Ramirez, as  
28 Class Representative.

          8. The Court appoints, for settlement purposes only, Moon Law Group, PC, as Class

1 Counsel. The Court further preliminary approves Class Counsel's ability to request attorneys' fees  
2 of up to thirty-three and one-third (33.3%) of the Total Settlement Amount (\$100,000.00), and  
3 costs not to exceed \$25,000.00.

4 9. The Court appoints Apex Class Action Administration., as the Settlement  
5 Administrator with reasonable administration costs estimated not to exceed \$7,000.00.

6 10. The Court approves, as to form and content, the Class Notice and finds that the  
7 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.  
8 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the  
9 proposed settlement terms and of their options, including: (1) the nature of the action, the  
10 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2)  
11 Named Plaintiff's and Class Counsel's applications for the class representative's enhancement  
12 award, and Class Counsel's request for attorney's fees and litigation costs; (3) a formula used to  
13 determine the Class Member's estimated payment; (4) Settlement Class Members' rights to appear  
14 through counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if a  
15 Class Member wishes to do so; and (6) how to obtain additional information regarding the action  
16 and the Settlement. Counsel for the Parties are authorized to correct any typographical errors in  
17 settlement and make clarifications, to the extent the same are found or needed, so long as such  
18 corrections do not materially alter the substance of the documents.

19 11. The Court approves the procedure for Class Members to participate in, request  
20 exclusion from, or object to, the Settlement Agreement, and preserve appeal rights as set forth in  
21 the Settlement Agreement and the Class Notice.

22 12. The Court finds that the deadlines and method set forth in the Settlement  
23 Agreement for the mailing of the Notice meet the requirements of due process, provide the best  
24 notice practicable under the circumstances, constitute due and sufficient notice to all persons  
25 entitled to notice, and otherwise satisfy the requirements of California law and due process.

26 13. Defendants are directed to provide the Settlement Administrator, not later than  
27 fifteen (15) days after the Court grants Preliminary Approval, the Class List, as set forth in the  
28 Settlement Agreement.

1           14.     The Court directs the Settlement Administrator to send out the Notice to Class  
2 Members via first class mail within three (3) days after receipt of the Class List, and to otherwise  
3 carry out the Settlement according to the terms of the Settlement Agreement and in conformity  
4 with this Order.

5           15.     The Parties are also ordered to carry out the Settlement according to the terms of  
6 the Settlement Agreement.

7           16.     Any class member who does not request exclusion from the settlement may object  
8 to the Settlement Agreement.

9           17.     The Court orders the following Implementation Schedule:

|                                                                                                                        |                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 11 Defendant to Provide Class List to Settlement Administrator                                                         | Within 15 days of preliminary approval                                                                                    |
| 12 Settlement Administrator to mail Notice Packets by First Class Mail                                                 | Within 3 business days of receipt of the Class List                                                                       |
| 13 Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.                       | 45 days after mailing of the Class Notice (plus an additional 14 days for Class members whose Class notice was re-mailed) |
| 14 Deadline to file declarations verifying service of Notice                                                           | Within 5 days of the close of the Opt-out/Objection period                                                                |
| 15 Deadline to file Motion for Final Approval and application for award of attorneys' fees, costs and service payments | 28 court days prior to the hearing on the Motion for Final Approval                                                       |
| 16 Deadline for Plaintiff to share filing draft of Motion for Final Approval with Defendant                            | 7 days prior to the filing of the Motion for Final Approval                                                               |
| 17 Final Approval Hearing                                                                                              | March 2, 2026 at 10:30 a.m. in Department 1.                                                                              |

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24           18.     The Court further ORDERS that, pending further order of this Court, all  
25 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

26           19.     The Settlement is preliminarily approved but is not an admission by Defendants of  
27 the validity of any claims in this class and PAGA action, or of any wrongdoing or violation of law  
28 by Defendants. Neither the Agreement nor any related document shall be offered or received in

1 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings  
2 as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set  
3 forth in the Agreement are deemed part of this Order.

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5 **IT IS SO ORDERED.**

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7 DATED: 10/15/2025



8 Hon. Theresa M. Traber  
9 Judge of the Superior Court  
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is 725 S. Figueroa St., 31<sup>st</sup> Floor, Los  
5 Angeles, California 90017.

6 On the date indicated below, I served the document described as: **AMENDED**  
7 **[PROPOSED] ORDER GRANTING PLAINTFF'S MOTION FOR PRELIMINARY**  
8 **APPROVAL OF CLASS AND PAGA SETTLEMENT** on the interested parties in this action  
by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ]  
as stated on the attached service list:

9 Diana M. Estrada, Esq.  
Jackson G. DeWolfe, Esq.  
10 **WILSON, ELSER, MOSKOWITZ,**  
11 **EDELMAN & DICKER LLP**  
12 555 S. Flower Street, Suite 2900  
Los Angeles, CA 90071-2407  
13 Telephone: (213) 443-5100  
Facsimile: (213) 443-5101  
Diana.estrada@wilsonelser.com  
14 Jack.dewolfe@wilsonelser.com

15 *Attorneys for Defendant NORTHSIDE IMPORTS, INC.*

16 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to  
17 accept electronic service, I caused the documents to be sent to the persons at the electronic  
service addresses listed above via third-party cloud service **CASEANYWHERE**.

18 I declare under penalty of perjury under the laws of the State of California and the United  
19 States that the foregoing is true and correct, and that I am employed in the office of a member of the  
20 bar of this court at whose direction the service was made, or I am a member of the bar of this court.  
Executed on **October 10, 2025**, at Los Angeles, California.

21 Jill Eaton

22 Name

/s/ Jill Eaton

Signature