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**FILED**  
Superior Court of California  
County of Sacramento  
**02/06/2026**  
V. Aleman, Deputy

14 Attorneys for Plaintiff JULIUS L. MOORE,  
15 on behalf of himself and all others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY SACRAMENTO – GORDON D. SCHABER COURTHOUSE**

18 JULIUS L. MOORE, on behalf of himself  
19 and all others similarly situated,

20 Plaintiff,

21 v.

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

24 Defendants.

) Case No. 24CV005085

) Assigned for all purposes to:

) Hon.: Lauri A. Damrell

) Dept.: 22

) **~~PROPOSED~~ ORDER GRANTING**  
) **PLAINTIFF'S MOTION FOR**  
) **PRELIMINARY APPROVAL OF CLASS**  
) **ACTION AND PAGA SETTLEMENT**

) Preliminary Approval Hearing:

) Date: January 23, 2026

) Time: 9:00 a.m.

) Dept: 22

) Action filed: March 15, 2024

) First Amended Complaint: May 20, 2024

) Second Amended Complaint: July 17, 2024

) Trial date: None Set

1                                    **~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL**

2                    On January 23, 2026, the Court conducted a hearing on the unopposed Motion for  
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiff Julius L. Moore  
4 on behalf of himself and all others similarly situated (“Plaintiff”). The Court has reviewed and  
5 considered the Memorandum of Points and Authorities in support of the Motion, the  
6 Declarations of Counsel and the exhibits in support of the Motion, including the Class Action  
7 and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), attached as  
8 Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary  
9 Approval, between Plaintiff and Defendant Kikkoman Foods, Inc. (“Defendant”). (Plaintiff and  
10 Defendant shall be referred to collectively as the “Parties”).

11                    This Order hereby incorporates by reference the definitions in the Settlement Agreement  
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set  
13 forth in the Settlement Agreement.

14                    NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**  
15 **MAKES THE FOLLOWING FINDINGS:**

16                    1.        The Court finds on a preliminary basis that the proposed Settlement falls within  
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement  
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet  
19 the requirements for preliminary approval, subject only to any objections that may be raised  
20 before or at the Final Approval Hearing. It appears to the Court that the Settlement’s terms are  
21 fair, adequate, and reasonable as to all potential Class Members when balanced against the  
22 probable outcome of further litigation, given the risks relating to liability and damages. It further  
23 appears that extensive investigation and research have been conducted such that counsel for the  
24 Parties at this time are reasonably able to evaluate their respective positions. It further appears to  
25 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,  
26 as well as the delay and risks that would be presented by the further prosecution of the Action. It  
27 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations  
28 utilizing an experienced third-party neutral.

1           2.       The Court further finds, for settlement purposes only, that the requirements of  
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are  
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class  
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5           All persons employed by Defendant in California as non-exempt employees at any point  
6 from September 18, 2019, to October 15, 2025 (the “Settlement Period”).

7           It shall be an opt-out class.

8           3.       The Court further finds that the moving papers presented for the Court’s review  
9 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the  
10 options available to the Class, including the ability of the Class Members to opt-out or submit a  
11 Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or  
12 receive any Individual Class Payment under it (except to the extent a Class Member is an  
13 Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an  
14 Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object  
15 to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be  
16 bound by the terms of the Settlement. Plaintiff has submitted to the Court a proposed Court-  
17 Approved Notice of Class Action and PAGA Settlement (the “Class Notice”). The Class Notice  
18 is attached hereto as **Exhibit 1** and incorporated by reference.

19           As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

20           1.       The Court hereby preliminarily approves the proposed settlement upon the terms,  
21 conditions, and all release language set forth in the Settlement Agreement.

22           2.       The Court conditionally certifies and approves, for settlement purposes only, the  
23 Class of all persons employed by Defendant in California as non-exempt employees at any point  
24 from September 18, 2019, to October 15, 2025 (the “Settlement Period”).

25           3.       For the purposes of this settlement, Emil Davtyan, Esq., Gregg Lander, Esq.,  
26 Vanessa M. Ruggles, Esq., Arsiné Grigoryan, Esq., Enoch J. Kim, Esq., and Marta Manus, Esq.  
27 and the other attorneys of D.Law, Inc. are hereby appointed as Class Counsel and shall represent  
28 the Class Members in this Action. Any Class Member may enter an appearance in the Action, at

1 their own expense, either individually or through counsel of their own choice; however, if they  
2 do not enter an appearance, they will be represented by Class Counsel.

3 4. For the purposes of this settlement, Plaintiff Julius L. Moore is hereby appointed  
4 as the Class Representative for the Class.

5 5. The Court appoints Apex Class Action, LLC, as the Administrator. The  
6 procedures for paying the Administration Expenses Payment, as set forth in the Settlement  
7 Agreement, are approved. Apex Class Action, LLC is directed to perform all responsibilities of  
8 the Administrator as set forth in the Settlement Agreement. Once entered, Apex Class Action,  
9 LLC will also post the Judgment in this matter on its website.

10 6. The Court hereby approves, as to form and content the Class Notice. The Court  
11 finds that the dates and procedure for mailing and distributing the Class Notice in the manner set  
12 forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice  
13 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
14 entitled thereto.

15 7. The Court directs the mailing of the Court-approved Class Notice via First-Class  
16 United States mail to the Class Members in accordance with the schedule and procedures set  
17 forth in the Settlement Agreement.

18 a. No later than fourteen (14) calendar days of the date of preliminary approval  
19 of this Settlement, Defendant shall provide to the Administrator the Class  
20 Data; and

21 b. No later than fourteen (14) calendar days of receiving the Class Data from  
22 Defendant, the Administrator shall mail by First-Class United States mail the  
23 Notice to each Class Member. The Administrator shall conduct a National  
24 Change of Address database search before mailing and will also use the most  
25 recent address available to the Administrator for mail delivery. Any returned  
26 mail with a forwarding address from the U.S. Postal Service shall be  
27 promptly re-mailed to the new address. The Administrator shall perform a  
28 skip trace search for a new address for any returned mail without a

1 forwarding address.

2 8. The procedures for Class Members to opt-out by submitting a Request for  
3 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time  
4 for Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of  
5 the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar days  
6 if the Class Notice is returned as undeliverable and then remailed to a correct or forwarding  
7 address of a Class Member.

8 9. The procedures for Class Members to object to the Settlement, as set forth in the  
9 Notice and Settlement Agreement, are approved. The time for Class Members to object to the  
10 Settlement shall be sixty (60) days after the date of the first mailing of the Class Notices. This  
11 date shall be extended by fourteen (14) calendar days if the Class Notice is returned as  
12 undeliverable and then remailed to a correct or forwarding address of a Class Member. Class  
13 Members may appear at the Final Approval Hearing, on their own or through a counsel retained  
14 at their expense, to present their objection, whether they submitted a prior written objection as  
15 provided in the Settlement Agreement.

16 10. The procedures for Class Members to dispute the number of Workweeks worked,  
17 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members  
18 to submit a Workweek dispute shall be sixty (60) days after the date of the first mailing of the  
19 Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice is  
20 returned as undeliverable and then remailed to a correct or forwarding address of a Class  
21 Member.

22 11. The Court hereby preliminarily approves the definition and disposition of the  
23 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court  
24 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the  
25 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the  
26 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement  
27 Amount in the total amount of \$193,000.00 plus the employer's share of payroll taxes due as a  
28 result of this Settlement.

1           12.     A Final Approval Hearing (the “Hearing”) shall be held on July 10, 2026, at 9:00  
2 a.m. in Department 22 of the Superior Court for the State of California, County of Sacramento,  
3 located at 720 9<sup>th</sup> Street, Sacramento, CA 95814. The purpose of such Hearing will be to: (a)  
4 determine whether the proposed Settlement should be finally approved by the Court as fair,  
5 reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for  
6 attorneys’ fees and litigation costs to be awarded; (c) determine the reasonableness of the Class  
7 Representative’s Service Award requested to be awarded; and (d) order entry of Judgment in the  
8 Class Action, which shall constitute a complete release and bar with respect to the Released  
9 Class Claims and Released PAGA Claims.

10           13.     Class Members or their representatives may appear and present their objection at  
11 the Final Approval Hearing regardless of whether they submitted a prior written objection.

12           14.     Class Counsel shall file and serve all papers in support of the Motion for Final  
13 Approval and any application for reimbursement of attorneys’ fees and costs, including any  
14 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the  
15 Final Approval hearing.

16           15.     The Court reserves the right to continue the date of the Final Approval Hearing  
17 without further notice to the Class Members and retains jurisdiction to consider all further  
18 applications arising out of or connected with the proposed Settlement. However, Class Counsel  
19 or the Administrator will give notice to any objecting party of any continuance of the Final  
20 Approval Hearing.

21           16.     All further proceedings in this Action shall be stayed except such proceedings  
22 necessary to review, approve, and implement this Settlement.

23           17.     In the event: (i) the Court does not finally approve the Settlement as  
24 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order  
25 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence  
26 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the  
27 Settlement does not become final for any other reason, the Settlement and any related Class  
28 shall be null and void and any order or judgment entered by this Court in furtherance of the

1 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any  
2 funds to be awarded under this Settlement shall be returned to their respective statuses as of the  
3 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed  
4 in all respects as if no Class had been certified and the Settlement Agreement had not been  
5 executed.

6 18. Neither the Settlement, preliminarily approved or not, nor any exhibit, document  
7 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection  
8 with the negotiation, execution or implementation of the Settlement, shall be admissible in  
9 evidence for any reason except as provided in the Settlement Agreement. The Court has made  
10 no findings on the merits, and the Defendant has denied the allegations in the operative  
11 complaint.

12 19. The Court hereby approves the PAGA Penalties portion of the settlement.

13 **IT IS SO ORDERED.**

14 Dated: 02/06/2026



15   
16 \_\_\_\_\_  
17 Honorable Lauri A. Damrell  
18 Judge of the Superior Court

# EXHIBIT 1

# COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

## Moore v. Kikkoman Foods, Inc.

(Sacramento County Superior Court, Case No. 24CV005085)

***The Sacramento County Superior Court authorized this notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from the settlement of a class action lawsuit (“Settlement”) entitled *Julius Moore et al. v. Kikkoman Foods, Inc.* filed by named plaintiff Julius L. Moore (“Plaintiff”) for alleged violations of the California Labor Code (the “Action”) against Kikkoman Foods, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as persons employed by Defendant in California as non-exempt employees at any point from September 18, 2019 through October 15, 2025 (the “Settlement Period”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all non-exempt employees who worked for Defendant in the State of California from March 15, 2023 to October 15, 2025 (the “PAGA Period”). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
<b>Weeks Worked during Settlement Period</b>	<b>Estimated Individual Class Payment</b>
<b>INSERT</b>	<b>INSERT</b>

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
<b>Pay Periods worked during PAGA Period</b>	<b>Estimated Individual PAGA Payment</b>
<b>INSERT</b>	<b>INSERT</b>

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks and/or pay periods during the periods than is shown in the chart above, you can submit a dispute by [DATE] (“**Response Deadline**”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Settlement Period and/or the PAGA Period, you have a few options as shown in the Chart below:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b>	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in <b>Section 3 below</b> . <i><b>Defendant will not retaliate against you for participating or not participating in this Settlement.</b></i>
<b>EXCLUDE YOURSELF</b>	If you do not wish to participate in the Class portion of the proposed Settlement, you may “opt-out” of the Settlement of the Class Claims. If you would like to opt-out, you must submit a written request (via fax, email, or mail) for exclusion by [DATE]. If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See <b>Section 6</b> of this notice.
<b>OBJECT</b>	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see <b>Section 7</b> for more details on how to object). In the alternative, you may object verbally in person at the Final Approval Hearing.
<b>DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAGA PAY PERIODS</b>	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Apex Class Action LLC (the “Administrator”), a third party responsible for sending this notice (see <b>Section 4</b> for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED</b>	
<b>DATE: [DATE]</b> <b>TIME: [TIME]</b>	The Court’s Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See <b>Section 8</b> of this notice.

**1. WHAT IS THE ACTION ABOUT?**

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure to pay all overtime wages at the legal rate, failure to provide all meal periods and rest breaks, failure to fully reimburse all work expenses, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for Class Counsel’s contact information.







documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

## **8. WHEN IS THE FINAL APPROVAL HEARING?**

On [REDACTED], \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m., the Court will hold a hearing in Department 22 of the Superior Court for the State of California, County of Sacramento located at 720 9<sup>th</sup> Street, Sacramento, CA 95814, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and litigation costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff’s request for a Service Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

You may attend the Final Approval Hearing via Zoom or by phone. To join by Zoom, use the following link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>. To join by phone: (833) 568-8864 / ID: 16184738886.

## **9. HOW CAN I GET MORE INFORMATION?**

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk’s Office, Superior Court for the State of California, County of Sacramento, 720 9<sup>th</sup> Street, Sacramento, CA 95814. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. To access the case file, click on “Case Number Search,” then create a free online account, then type in the case number (24CV005085) where requested, and click “Search.” You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
Enoch J. Kim <a href="mailto:e.kim@d.law">e.kim@d.law</a> Marta Manus <a href="mailto:m.manus@d.law">m.manus@d.law</a> D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.