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FILED
Superior Court of California
County of Los Angeles

06/22/2026

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; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 24STCV09754

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

*[Filed with the Supplemental Declaration of Kane
Moon]*

Dept.: 1
Judge: Honorable Theresa M. Traber

Action Filed: April 17, 2024
Trial Date: Not set

The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon, and Plaintiff Tisgar Haroun ("Plaintiff"), and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the First Amended Joint Stipulation of Class and Representative Action Settlement Agreement (the “Settlement”) attached as Exhibit 1 to the Supplemental Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants HOCB Retail LLC (“HOCB”) and Sirens Design LLC (“Sirens”) (collectively referred to as “Defendants”) (together with Plaintiff, the “Parties”) agree to create a common, non-reversionary gross fund of at least \$200,000.00 (the “Gross Settlement Amount”), subject to an escalator clause, and in addition to Defendants’ employer’s payroll taxes owed on the wage portions of the Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount; (c) a Class Counsel Expenses Payment for reimbursement of actual litigation costs not to exceed \$16,000.00; (d) an Administration Expenses Payment not to exceed \$6,990.00; (e) PAGA Penalties of \$15,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 75% (\$11,250.00) to the Aggrieved Employees and 25% (\$3,750.00) to the

1 California Labor and Workforce Development Agency (the “LWDA”); and (f) a Class
2 Representative Enhancement Award to Plaintiff of not more than \$7,500.00.¹

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

13 4. A final approval hearing on the question of whether the proposed Settlement, the
14 Class Counsel Fees Payment, the Class Counsel Expenses Payment, the Administration Expenses
15 Payment, the PAGA Penalties, and the Class Representative Enhancement Award should be finally
16 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
17 accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Class”): all current and former non-exempt employees of Defendants who worked for HOCB
20 or Sirens in California at any time during the Class Period. The “Class Period” means April 17,
21 2020 to February 13, 2026. Excluded from the Class will be any Class Member who opts out of
22 the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant
23 to the instructions provided in the Class Notice.

24 6. The Court identifies, for settlement purposes only, the following individuals (the
25

26 ¹ Pursuant to ¶ 4.0 of the Settlement, Defendants shall fully fund the Gross Settlement Amount of
27 \$200,000.00 and the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the
28 funds to the Administrator no later than thirty (30) calendar days after the Effective Date of the Settlement.
(Settlement, ¶ 4.0.)

“Aggrieved Employees”): all current and former non-exempt employees of Defendants who worked for HOCB and/or Sirens in California at any time during the PAGA Period. The “PAGA Period” means April 17, 2023 to February 13, 2026.

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

8. **Releases of Claims.** 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: (Settlement, ¶ 5.)

a. Released Parties. “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. (*Id.* at ¶ 1.42.)

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’s Release.”) (*Id.* at ¶ 5.0.) 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. (*Id.*) Plaintiff assumes this risk and all other risks of any mistake in entering into the Settlement. (*Id.*) 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. (*Id.*)

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. (*Id.* at ¶ 5.0.1.)

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,

1 wages, health insurance benefits, retirement benefits, deferred compensation
2 benefits, employment discrimination and/or terms of employment arising under
3 the common law, the First Amendment to the United States Constitution; the Civil
4 Rights Act of 1964, as amended; the Age Discrimination in Employment Act of
5 1967, as amended; the Worker Adjustment and Retraining Notification
6 (“WARN”) Act; the Americans with Disabilities Act of 1990, as amended; the
7 Equal Pay Act; the Fair Labor Standards Act; Sections 401 and 409A of the
8 Internal Revenue Code of 1986, as amended; the Family Medical Leave Act of
9 1993; 42 U.S.C. sections 1981-88; Article 1, Section 8 of the California
10 Constitution; California Civil Code section 51, et seq.; the California Fair
11 Employment and Housing Act including, but not limited to, Government Code
12 section 12940, et seq.; all rights set forth in the California Labor Code, as amended,
13 including, but not limited to, sections 201, 202, 203, 204-204b, 210, 222, 223,
14 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194,
15 1194.2, 1197, 1197.1, 2699 and 1198 California Code of Regulations, Title 8
16 Sections 11000 and 11090, the applicable Industrial Welfare Commission (IWC)
17 Wage Orders, Business and Professions Code sections 17200 *et seq.*, California’s
18 WARN Act codified at California Labor Code section 1400, et seq.; the California
19 Family Rights Act; and any other federal, state or county statute, regulation,
20 ordinance, or order relating to wages, deferred compensation benefits, vacation
21 pay, sick leave, family care leave, health insurance benefits (including but not
22 limited to continuing and/or converting insurance benefits); retirement benefits,
23 employment discrimination and/or terms of employment, including, but not
24 limited to, any claim of discrimination and/or harassment based upon gender, race,
25 national origin, marital status, veteran’s status, ancestry, religion, physical or
26 mental disability, sex, age, medical condition, sexual orientation, pregnancy, and
27 familial status, any other protected basis and any related damages, penalties,
28 restitution, equitable relief, disgorgement, interest or attorneys’ fees that arose

1 during the Class Period to the extent such claims can be released and waived by
2 law (collectively, “Plaintiff’s Released Claims”). (*Id.* at ¶ 5.0.2.) Plaintiff’s
3 Released Claims shall not waive: (i) claims for unemployment or workers’
4 compensation benefits; (ii) any vested rights Plaintiff has under ERISA- covered
5 benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims
6 concerning such rights; (iii) claims that may arise after Plaintiff signs the
7 Settlement; or (iv) claims which cannot be released by private agreement. (*Id.*)

- 8 c. Release by Participating Class Members: All Participating Class Members, on behalf of
9 themselves and their respective form and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, fully and finally release and discharge the
11 Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
12 costs, expenses, attorney’s fees, damages, and causes of action for the Released Class
13 Claims that were alleged in, or arising out of facts asserted in the operative Second
14 Amended Class and Representative Action Complaint or reasonably could have been
15 alleged based on the facts in the Second Amended Class and Representative Action
16 Complaint during the Class Period. (*Id.* at ¶ 5.1.) This release includes, without limitation,
17 claims arising under California Labor Code sections 201, 202, 203, 204-204b, 210, 222,
18 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194,
19 1194.2, 1197, 1197.1 and 1198 California Code of Regulations, Title 8 Sections 11000
20 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business
21 and Professions Code sections 17200 *et seq.*, including any related damages, penalties,
22 restitution, equitable relief, disgorgement, interest or attorneys’ fees that arose during the
23 Class Period. (*Id.*) For the avoidance of doubt, the Released Class Claims include, the
24 claims alleged in the First Amended Class and Representative Action Complaint for
25 alleged failure to pay minimum wages, failure to pay overtime compensation, failure to
26 provide meal periods, failure to authorize and permit rest breaks, failure to indemnify
27 necessary business expenses, failure to pay all unpaid wages at termination, failure to
28 provide accurate itemized wage statements, violation of California Business and

1 Professions Code §§ 17200, *et seq.*, and statutory waiting time penalties based on the
2 foregoing (collectively, the “Released Class Claims”). (*Id.*)

3 1) The Released Class Claims do not include any claims that cannot be
4 released as a matter of law and are limited to claims arising during the Class
5 Period. (*Id.* at ¶ 5.1.1.)

6 d. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
7 behalf of themselves and their respective former and present representatives, agents,
8 attorneys, administrators, successors and assigns, the Released Parties from all claims for
9 PAGA Penalties that were alleged, or reasonably could have been alleged in the Second
10 Amended Class and Representative Action Complaint based on the facts alleged in the
11 PAGA Notice and the Second Amended Class and Representative Action Complaint
12 during the PAGA Period. This release includes, without limitation, claims arising under
13 California Labor Code sections 201, 202, 203, 204-204b, 210, 222, 223, 225.5, 226, 226.2,
14 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1 and
15 1198, California Code of Regulations, Title 8 Sections 11000 and 11090, and the
16 applicable Industrial Welfare Commission (IWC) Wage Orders, including related civil
17 penalties for failure to pay minimum wages, failure to pay overtime compensation, failure
18 to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify
19 necessary business expenses, failure to pay all unpaid wages at termination, failure to
20 provide accurate itemized wage statements that accrued during the Aggrieved Employees’
21 employment during the PAGA Period. (*Id.* at ¶ 5.2.)

22 e. Release by Plaintiff and the LWDA: Plaintiff and the LWDA fully and finally release and
23 discharge the Released Parties from any and all claims for civil penalties under PAGA that
24 were alleged or that reasonably could have been alleged based on the facts alleged in the
25 Second Amended Class and Representative Action Complaint and PAGA Notice,
26 including, without limitation, violations of California Labor Code sections 201, 202, 203,
27 204-204b, 210, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174,
28 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198, failure to pay minimum wages, failure to

1 pay overtime compensation, failure to provide meal periods, failure to authorize and permit
2 rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
3 wages at termination, and failure to provide accurate itemized wage statements that
4 accrued during the Aggrieved Employees' employment during the PAGA Period.
5 (collectively, the "Released PAGA Claims"). (*Id.* at ¶ 5.3.)

6 1) The Released PAGA Claims are limited to claims arising during the
7 PAGA Period and do not release any Aggrieved Employees' claims for wages or
8 statutory penalties based upon the failure to pay wages. In light of the binding
9 nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct.*
10 (*Angelo Dairy*) (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.*
11 (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an
12 Aggrieved Employee who are eligible to receive an Individual PAGA Payment
13 shall be deemed to have released the Released PAGA Claims, regardless of
14 whether his or her check for the Individual PAGA Payment is cashed or not, and
15 regardless of whether he or she is a Non-Participating Class Member. (*Id.* at ¶
16 5.3.1.)

17 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
18 definitions as set forth in the Settlement.

19 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
20 Representatives. The Court approves, on a preliminary basis, a Class Representative Enhancement
21 Award from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the amount
22 Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing services
23 in support of the Action. To the extent the final amount awarded is less than the amount requested,
24 the remainder will be allocated to the Net Settlement Amount for distribution to Participating
25 Class Members.

26 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
27 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
28 to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as

1 reimbursement for actual costs not to exceed \$16,000.00. To the extent actual costs are less and/or
2 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
3 will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

4 12. The Court appoints Apex Class Action Administration as the Administrator with
5 payment from the Gross Settlement Amount for reasonable administration costs not to exceed
6 \$6,990.00, except upon a showing of good cause and as approved by the Court. To the extent
7 administration costs are less, the remainder will be allocated to the Net Settlement Amount for
8 distribution to Participating Class Members.

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

13 14. The Court approves, as to form and content, the *Notice of Class and Representative*
14 *Action Settlement and Final Approval Hearing* (the “Class Notice”) attached to the Settlement as
15 **Exhibit A** and incorporated by reference. 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 15. The obligations set forth in the Settlement are deemed part of this Preliminary
19 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement
20 Agreement according to its terms and provisions.

21 16. The Court orders the following Implementation Schedule:

22 Defendants to provide the Administrator 23 with the Class Data	Within 21 calendar days after entry of preliminary approval
24 Administrator to mail the Class Notice	25 Within 14 calendar days after receiving the Class Data
26 Response and Opt-Out Deadline	27 Within 45 calendar days after mailing (plus an additional 14 calendar days for 28 any re-mailed Class Notices)

Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	November 16, 2026 at 10:30 a.m.

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

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

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

IT IS SO ORDERED.

DATED: 06/22/2026



The Honorable Theresa M. Traber
Judge of the Superior Court, Los Angeles County