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FILED
Superior Court of California
County of Los Angeles

08/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ B. Cumplido Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

THELMA SAMANTHA PALMERIN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

SELF-HELP SERVICES CORPORATION; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV07706

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

PRELIMINARY APPROVAL HEARING:

Date: August 5, 2026

Time: 10:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: March 18, 2025

FAC Filed: May 29, 2025

Trial Date: Not Set

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1 to Plaintiff of not more than \$7,500.00.¹

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

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

17 5. The Court provisionally certifies, for settlement purposes only, the following class (the
18 "Class"): all individuals who worked for Defendant in California as hourly, non-exempt employees at
19 any time during the Class Period. The "Class Period" means March 18, 2021, through November 23,
20 2025. Excluded from the Class will be any Class Member who opts out of the Settlement by sending
21 the Administrator a valid and timely Request for Exclusion, pursuant to the instructions provided in the
22 Class Notice.

23 6. The Court identifies the following individuals as the "Aggrieved Employees": all
24 individuals who worked for Defendant in California as hourly, non-exempt employees at any time
25

26 ¹ Pursuant to ¶ 4.0 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
27 \$680,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
28 funds to the Administrator within fourteen (14) days of the Effective Date of the Settlement. (Settlement, ¶
4.0.)

1 during the PAGA Period. The “PAGA Period” means March 18, 2024, through November 23, 2025.

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

9 8. **Releases of Claims.** Effective on the date when Defendant fully funds the entire Gross
10 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
11 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
12 Parties as follows: (Settlement, ¶ 5.)

13 a. Released Parties. “Released Parties” means: Defendant and any of its past, present, and
14 future direct or indirect parents, subsidiaries, predecessors, successors, affiliates,
15 sectors, divisions, assigns, joint venturers, third parties, and other related entities, as
16 well as each of their present and/or future officers, directors, administrators, trustees,
17 staff, members, managers, employees, agents, representatives, attorneys, insurers, re-
18 insurers, partners, investors, and shareholders, as well as any individual or entity which
19 could be jointly liable with Defendant. (*Id.* at ¶ 1.40.)

20 b. Release by Participating Class Members: Plaintiff and Participating Class Members
21 shall fully and finally release and discharge Defendant and the Released Parties from
22 all claims, rights, demands, liabilities, and causes of action that are alleged, or
23 reasonably could have been alleged based on the facts and claims asserted in the First
24 Amended Complaint, including the following claims: (i) failure to pay minimum
25 wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv)
26 failure to authorize and permit rest periods; (v) failure to maintain accurate records of
27 hours worked and meal periods; (vi) failure to reimburse necessary business expenses;
28 (vii) failure to timely pay final wages upon separation of employment; (viii) failure to

1 timely pay wages owed during employment; (ix) failure to provide accurate itemized
2 wage statements; and (x) unfair or unlawful business practices under California
3 Business & Professions Code section 17200, *et seq.* (*Id.* at ¶ 5.1.) This release is limited
4 to claims arising during the Class Period. (collectively, the “Released Class Claims”)
5 (*Id.*)

- 6 c. Release by Plaintiff and the LWDA: Plaintiff and the LWDA shall fully and finally
7 release and discharge Defendant and the Released Parties from all claims for the
8 recovery of civil penalties permissible under PAGA which Plaintiff and/or the LWDA
9 have against Defendant and/or the Released Parties, arising out of the violations alleged
10 in the PAGA Notice and the First Amended Complaint including the following claims
11 for civil penalties: (i) failure to pay minimum wages; (ii) failure to pay overtime wages;
12 (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods;
13 (v) failure to maintain accurate records of hours worked and meal periods; (vi) failure
14 to reimburse necessary business expenses; (vii) failure to pay all accrued vacation
15 wages at termination; (viii) failure to timely pay final wages upon separation of
16 employment; (ix) failure to provide accurate itemized wage statements; (x) failure to
17 timely pay wages owed during employment; and (xi) violations of Labor Code sections
18 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174,
19 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802. (*Id.*
20 at ¶ 5.1.) This release is limited to civil penalty claims arising during the PAGA Period.
21 (collectively, the “Released PAGA Claims”). (*Id.*). In light of the binding nature of a
22 PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)*
23 (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796
24 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved
25 Employee who are eligible to receive an Individual PAGA Payment shall be deemed
26 to have released the Released PAGA Claims, regardless of whether his or her check
27 for the Individual PAGA Payment is cashed or not, and regardless of whether he or she
28 is a Non-Participating Class Member. (*Id.* at ¶ 5.1.1.)

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

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

9 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
10 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to
11 request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as reimbursement
12 for actual costs not to exceed \$30,000.00. To the extent actual costs are less and/or the final amounts
13 awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to
14 the Net Settlement Amount for distribution to Participating Class Members.

15 12. The Court appoints APEX Class action Administration Solutions as the Administrator
16 with payment from the Gross Settlement Amount for reasonable administration costs not to exceed
17 \$7,500.00, except upon a showing of good cause and as approved by the Court. To the extent
18 administration costs are less, the remainder will be allocated to the Net Settlement Amount for
19 distribution to Participating Class Members.

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

23 14. The Court approves, as to form and content, the *Notice of Class and Representative*
24 *Action Settlement* (the "Class Notice") attached hereto as **Exhibit A** and incorporated by reference. The
25 Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due
26 process, provides the best notice practicable under the circumstances, and constitutes due and sufficient
27 notice to all persons entitled thereto.

28 15. The obligations set forth in the Settlement are deemed part of this Preliminary

1 Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement
2 according to its terms and provisions.

3 16. The Court orders the following Implementation Schedule:

4 Deadline for Defendant to provide the 5 Administrator with the Class Data	August 27, 2026
6 Deadline for the Administrator to mail the 7 Class Notice	September 9, 2026
8 Deadline for Class Members to Opt-Out, 9 Object, and Challenge Workweeks/Pay 10 Periods	November 9, 2026
11 Final Approval Hearing	December 9, 2026, at 9:00 a.m.
12 Deadline for Plaintiff to File Motion for 13 Final Approval	October 9, 2026
14 Deadline to Respond to Objections	November 23, 2026
15 Deadline to file Administrator's Declaration 16 Regarding Class Notice and Responses	November 23, 2026

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

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

21 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
22 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
23 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
24 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
25 or enforce the Settlement.

26 **IT IS SO ORDERED.**

27 DATED: 08/06/2026



Elihu M. Berle

Elihu M. Berle / Judge

The Honorable Elihu M. Berle
Judge of the Superior Court, Los Angeles County