

FILED
Superior Court of California,
County of Solano
08/31/2026 at 11:54 AM
By: K. Schoenberg, Deputy Clerk

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Philip Song (SBN 326572)
Morgan Simpson (SBN 337325)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: psong@moonlawgroup.com
E-mail: msimpson@moonlawgroup.com

Attorneys for Plaintiff Alvir Orosco Ambrocio

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

ALVIR OROSCO AMBROCIO, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

NIR WEST COAST, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CU24-06607

CLASS AND REPRESENTATIVE ACTION

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Sean Hartranft]*

PRELIMINARY APPROVAL HEARING:

Date: August 21, 2026
Time: 9:00 a.m.
Dept.: 3
Judge: Honorable Stephen Gizzi

Action Filed: August 30, 2024
FAC Filed: November 1, 2024
Trial Date: Not Set

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

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 Defendant NIR West Coast, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) agrees to create a common, non-reversionary gross fund of at least \$225,000.00 (the “Gross Settlement Amount”), and in addition to Defendant’s 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 \$20,000.00; (d) an Administration Expenses Payment not to exceed \$6,500.00; (e) PAGA Penalties of \$10,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 35% (\$3,500.00) to the Aggrieved Employees and 65% (\$6,500.00) to the California Labor and Workforce Development Agency (the “LWDA”); and (f) a Class Representative

Enhancement Award to Plaintiff of not more than \$7,500.00.¹

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

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

5. The Court provisionally certifies, for settlement purposes only, the following class (the "Class"): all persons who worked for Defendant as an hourly, non-exempt employee at any time from August 30, 2020, through October 17, 2025 (the "Class Period"). Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the instructions provided in the Class Notice.

6. The Court identifies, for settlement purposes only, the following individuals (the "Aggrieved Employees"): all current and former non-exempt employees of Defendant in the State of California from August 24, 2023, through October 17, 2025.

¹ Pursuant to ¶ 4.0 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of \$225,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date of the Settlement, but no sooner than May 1, 2027 (i.e., 18 months following November 1, 2025). (Settlement, ¶ 4.0.)

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

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

- 13 a. Released Parties. "Released Parties" means: Defendant and their past, present and future
14 subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors
15 or assigns; and their past, present, and future officers, directors, shareholders, partners,
16 agents, insurers, employees, advisors, accountants, representatives, trustees, heirs,
17 executors, administrators, predecessors, successors or assigns
- 18 b. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties
19 from any and all charges, complaints, claims, and liabilities of any kind or nature
20 whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff, at
21 any time heretofore, had or claimed to have or which Plaintiff may have or shall in the
22 future claim to have, including, without limitation, any and all claims related or in any
23 manner incidental to Plaintiff's employment. Plaintiff understands he is releasing
24 potentially unknown claims and that Plaintiff may have limited knowledge with respect to
25 some of the claims being released. Plaintiff acknowledges there is a risk that, after signing
26 this agreement, Plaintiff may learn information that might have affected Plaintiff's
27 decision to enter into this Agreement. Plaintiff assumes this risk and all other risks of any
28 mistake in entering into this Agreement. Plaintiff agrees that this Agreement is fairly and

1 knowingly made. Plaintiff represents and warrants that Plaintiff has all necessary authority
2 to enter into this Agreement and that Plaintiff has not transferred any interest in any claims
3 to any spouse or to any other third party. (*Id.*)

4 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In
5 addition, for purposes of Plaintiff's Release, Plaintiff expressly waives and
6 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
7 California Civil Code, which reads: A general release does not extend to claims
8 that the creditor or releasing party does not know or suspect to exist in his or her
9 favor at the time of executing the release, and that if known by him or her would
10 have materially affected his or her settlement with the debtor or Released Party.

11 2) The Parties understand the word "claim(s)" to include all actions,
12 complaints, claims, and grievances, whether actual or potential, known or
13 unknown, and specifically but not exclusively, all claims arising out of Plaintiff's
14 employment with Defendant, including, but not limited to, any and all claims under
15 the California Fair Employment and Housing Act, the Age Discrimination in
16 Employment Act, Title VII or any other statute, rule or regulation relating to
17 Plaintiff's employment with Defendant and under which Plaintiff has made a claim
18 or could make a claim against Defendant (collectively, "Plaintiff's Released
19 Claims"). Plaintiff's Released Claims shall not waive: (i) claims for
20 unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff
21 has under ERISA-covered benefit plans as applicable on the date Plaintiff signs
22 this Agreement, and/or claims concerning such rights; (iii) claims that may arise
23 after Plaintiff signs the Settlement; or (iv) claims which cannot be released by
24 private agreement.

25 c. Release by Participating Class Members: All Participating Class Members fully and finally
26 release and discharge the Released Parties from any and all claims, debts, liabilities,
27 demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of
28 action that were alleged or that reasonably could have been alleged based on the facts

1 alleged in the First Amended Class and Representative Action Complaint. This release
2 includes, without limitation, a release of all claims alleged in the First Amended Class and
3 Representative Action Complaint for alleged failure to pay minimum wages, failure to pay
4 overtime compensation, failure to provide meal periods, failure to authorize and permit
5 rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid
6 wages at termination, failure to provide accurate itemized wage statements, violation of
7 California Business and Professions Code §§ 17200, *et seq.*, and statutory waiting time
8 penalties based on the foregoing (collectively, the “Released Class Claims”).

9 1) The Released Class Claims do not include any claims that cannot be
10 released as a matter of law and are limited to claims arising during the Class Period.

11 d. Released by Plaintiff and the LWDA: Plaintiff and the LWDA fully and finally release
12 and discharge the Released Parties from any and all claims for civil penalties under PAGA
13 that were alleged or that reasonably could have been alleged based on the facts alleged in
14 the First Amended Class and Representative Action Complaint or PAGA Notice,
15 including, but not limited to, failure to pay minimum wages, failure to pay overtime
16 compensation, failure to provide meal periods, failure to authorize and permit rest breaks,
17 failure to indemnify necessary business expenses, failure to pay all unpaid wages at
18 termination, and failure to provide accurate itemized wage statements. (collectively, the
19 “Released PAGA Claims”)

20 1) The Released PAGA Claims are limited to claims arising during the
21 PAGA Period and do not release any Aggrieved Employees’ claims for wages or
22 statutory penalties. In light of the binding nature of a PAGA judgment on non-
23 party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and
24 *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals
25 otherwise meeting the definition of an Aggrieved Employee who are eligible to
26 receive an Individual PAGA Payment shall be deemed to have released the
27 Released PAGA Claims, regardless of whether his or her check for the Individual
28 PAGA Payment is cashed or not, and regardless of whether he or she is a Non-

Participating Class Member.

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

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

11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as reimbursement for actual costs not to exceed \$20,000.00. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints Apex Class Action Administration as the Administrator with payment from the Gross Settlement Amount for reasonable administration costs not to exceed \$6,500.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

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

14. The Court approves, as to form and content, the *Notice of Class Action Settlement and Hearing Date for Final Court Approval* (the "Class Notice") attached to the Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan

for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendants to provide the Administrator with the Class Data	Within 21 calendar days after entry of preliminary approval
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response and Opt-Out Deadline	Within 45 calendar days after mailing (plus an additional 14 calendar days for any re-mailed Class Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	

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 Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant 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: 08/31/2026


The Honorable Stephen Gizzi
Judge of the Superior Court, Solano County