

PLAINTIFF/PETITIONER: Hannah Moncada
 DEFENDANT/RESPONDENT: Star Hardware, Inc.

CASE NUMBER:
 CIVSB2117090 / Dept. S17

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 14, 2024

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



Isabel Yang

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Tara Zabehi (SBN 314706)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT - 7 2024

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

HANNAH MONCADA, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

STAR HARDWARE, INC., a California
Corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2117090

Honorable Joseph T. Ortiz
Department S17

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement Agreement
and Release, Attorneys' Fees and Costs, General
Release Fee, and Settlement Administration Costs;
Declaration of Plaintiff's Counsel (Tara Zabehi); and
Declaration of Plaintiff (Hannah Moncada)]

Date: October 7, 2024
Time: 1:30 p.m.
Department: S17

Complaint Filed: June 10, 2021
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

1 This matter has come before the Honorable Joseph T. Ortiz in Department S17 of the Superior
2 Court of the State of California, for the County of San Bernardino, on October 7, 2024 at 1:30 p.m., on
3 Plaintiff Hannah Moncada's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General
5 Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for*
6 Justice, PC appeared for Plaintiff and WALRAVEN & WESTERFELD, LLP, appeared for Defendant Star
7 Hardware, Inc. ("Defendant").

8 On or around September 6, 2024, Plaintiff and Defendant (together, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Tara Zabehi and Plaintiff Hannah Moncada, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
20 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
22 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
23 Code § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (the "Action").

27 5. The Aggrieved Employees covered under the Settlement consist of the following
28 individuals:

1 All non-union individuals who worked for Defendant as non-exempt employees in California
2 during the PAGA Period. ("Aggrieved Employee(s)").

3 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
4 negotiations.

5 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
6 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
7 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
8 Amount shall be the Total Settlement Amount (\$650,000.00) less the approved Attorneys' Fees and Costs
9 to Lawyers for Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement
10 Administration Costs to Phoenix Class Action Administration Solutions (the "PAGA Settlement
11 Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
12 LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be
13 distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and
14 Judgment and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby,
16 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
17 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
18 with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$216,666.67 to Plaintiff's Counsel for attorneys' fees.
20 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
21 this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$16,749.39.00 to Plaintiff's Counsel for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total
24 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
25 Agreement.

26 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff Hannah Moncada for
27 her General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be
28 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$3,500.00 to Phoenix Class Action

Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “EXHIBIT A,” and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it distributes payments to Aggrieved Employees for their share of the Employees' Portion (“Individual Settlement Share(s)").

15. No later than seven (7) business days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

16. No later than fourteen (14) business days of the date of this Order and Judgment, Defendant shall deposit \$650,000.00 into a qualified settlement account established, by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and the Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks to all Aggrieved Employees and distribute the LWDA Payment to the LWDA, the General Release Fee to Plaintiff, the Settlement Administration Costs to itself, the Attorneys' Fees and Costs to Plaintiff's counsel, unless instructed otherwise by Plaintiff's Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) at issue and

1 in the amount of his or her respective Individual Settlement Share(s).

2 19. Aggrieved Employee shall not have the right to opt out of or object to the Settlement.
3 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
4 to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California
5 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
6 forever discharged Released Parties, to the fullest extent permitted by law, of and from the Action and
7 from the Released Claims.

8 20. "Released Parties" means Defendant, including Defendant's parent corporation(s),
9 subsidiaries, predecessors, successors and assigns, and their current and former executive-level employees,
10 attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their
11 employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such
12 plans and programs.

13 21. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
14 penalties under California Labor Code section 2698, et seq. interest, fees, and costs available under
15 PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for
16 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and
17 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely
18 pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant
19 and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to
20 reimburse necessary business-related expenses and costs, in violation of California Labor Code sections
21 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
22 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Order 4-2001 and 16-
23 2001.

24 22. "PAGA Period" means any time between April 5, 2020 and the date of approval of this
25 Settlement.

26 23. No individualized notice of this Order and Judgment is required to be provided to the
27 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
28

1 system established for the filing of notices and documents, in conformity with California Labor Code §
2 2699(1)(3).

3
4 Date: Oct. 7, 2024



Honorable Joseph T. Ortiz
Judge of the Superior Court of San Bernardino
County

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Moncada v. Star Hardware, Inc.*, San Bernardino County Superior Court Case No. CIVSB2117090

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Moncada v. Star Hardware, Inc.*, San Bernardino County Superior Court Case No. CIVSB2117090 (the "Action").

The lawsuit was filed on June 10, 2021 by Hannah Moncada ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 5, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-828375-21 (the "PAGA Notice").

Star Hardware, Inc. ("Defendant") denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant. On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all non-union individuals who worked for Defendant as non-exempt employees in California at any time between April 5, 2020 and [the date of approval of this Settlement] ("Aggrieved Employees"). The period April 5, 2020 and [the date of approval of this Settlement] is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation(s), subsidiaries, predecessors, successors and assigns, and their current and former executive-level employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001 and 16-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact _____ at [toll-free phone number].

EXHIBIT 2



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

PORTAL MINUTE ORDER

Case Number: CIVSB2117090

Date: 10/7/2024

Case Title: ****PAGA** Moncada -v- Star Hardware**

Department S17 - SBJC

Date: 10/7/2024

Time: 1:30 PM

Predisposition Motion re:

Judicial Officer: Joseph T Ortiz
Judicial Assistant: Jessica Garcez
Court Reporter: Not Reported or Recorded
Court Attendant: Jani Urbano

Appearances

Attorney Tara Zabehi appears by Zoom for Plaintiff Hannah Moncada
Attorney Brian Selvan appears by Zoom for Defendant Star Hardware, INC

Proceedings

Tentative decisions
Hannah Moncada's Motion for Approval of PAGA Settlement is heard.
The Court's tentative ruling was distributed to all parties in advance of the hearing.
Submitted on the Court's tentative ruling without argument.

Court Finds

Hannah Moncada's Motion for Approval of PAGA Settlement is granted.
Court notes that an amended order is not needed as stated in the tentative ruling
Order signed and filed.
Court makes the following orders:
Stipulated Judgment Before Trial

Hearings

Hearing re: Final Distribution of Funds set for 6/23/2025 at 8:30 AM in Department S17 - SBJC

Notice waived.

== Minute Order Complete ==

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On October 14, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Brian A. Selvan
WALRAVEN & WESTERFELD LLP
20 Enterprise, Suite 310
Aliso Viejo, California 92656

Emails: bselvan@walravenlaw.com; jbh@walravenlaw.com; jridley@walravenlaw.com;
skw@walravenlaw.com; bwesterfeld@walravenlaw.com

Attorneys for Defendant Star Hardware, Inc.

[X] BY ELECTRONIC SERVICE

Pursuant to California Code of Civil Procedure sections 1010.6(e)(1) and 101.6(e)(2) and/or an agreement between the Parties to serve each other electronically, I caused the above-described document(s) to be electronically mailed to Defendant's counsel through the above-listed e-mail addresses.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 14, 2024, at Glendale, California.


Isabel Yang

PROOF OF SERVICE