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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MAYKELIN MENDOZA REYES,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

ORTHOWEST MSO, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Case No. C25-00387

CLASS AND REPRESENTATIVE ACTION

[Hon. Benjamin T. Reyes II, Dept 16]

NOTICE OF ENTRY OF ORDER

Action Filed: February 7, 2025
FAC Filed: March 26, 2025
Trial Date: Not Set

1 **TO EACH PARTY AND EACH ATTORNEY OF RECORD IN THIS ACTION:**

2 PLEASE TAKE NOTICE that on June 17, 2026, Department 16 of the Contra Costa
3 County Superior Court, located at 725 Court Street, Martinez, CA 94553 entered a Court
4 Order. A true and correct copy of the Court's Order is attached hereto as "Exhibit A."

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7 Respectfully submitted,

8 Dated: June 18, 2026

MOON LAW GROUP, PC

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10 By: 
11 Kane Moon
12 Allen Feghali
13 S. Phillip Song

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Attorneys for Plaintiff

EXHIBIT A

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13 Attorneys for Plaintiff Maykelin Mendoza Reyes

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF CONTRA COSTA**

17 MAYKELIN MENDOZA REYES,
18 individually, and on behalf of all others
19 similarly situated,

20 Plaintiff,

21 vs.

22 M & M BAKERY PRODUCTS, INC., a
23 California Corporation; and DOES 1
24 through 10, inclusive,

25 Defendants.

Case No.: C25-00387

[Hon. Benjamin T. Reyes II, Dept 16]
~~[Hon. Edward G. Weil, Dept. 39]~~

~~[PROPOSED]~~ ORDER

*[Filed with Plaintiff's Notice of Motion and
Motion for Preliminary Approval of Class
Action and PAGA Settlement Agreement and
Class Notice, Declaration of Plaintiff, and
Declaration of Kane Moon]*

PRELIMINARY APPROVAL HEARING

Date: June 03, 2026

Time: 9:00 A.M.

Dept.: ~~39~~ **16**

Action Filed: February 7, 2025

~~[PROPOSED]~~ ORDER

WHEREAS, a proposed class and Private Attorneys General Act (“PAGA”) action is pending before the Court, entitled *Maykelin Mendoza Reyes v. M & M Bakery Products, Inc.*, Case No. C25-00387;

WHEREAS, Plaintiff Maykelin Mendoza Reyes (“Plaintiff”) and Defendants M & M Bakery Products, Inc., (“Defendant,” and together with Plaintiff, the “Parties”) have entered into a Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the accompanying declaration of Kane Moon); and

WHEREAS, the Court has considered all papers submitted on Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement, including the Declaration of Kane Moon, the Settlement Agreement and all exhibits attached thereto, records and prior proceedings to date in this matter, and good cause appearing,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED as follows:

1. The Parties have agreed to settle and seek a Judgment resolving this Action in accordance with the terms and conditions of the Settlement Agreement. The Court notes that Defendants has agreed to create a common fund of \$365,000.00 (“Gross Settlement Amount”) to cover (a) settlement payments to Class Members who do not validly opt out; (b) a Class Representative Service Payment of up to \$7,500.00 for Plaintiff; (c) Class Counsel’s attorneys’ fees not to exceed one third of the Gross Settlement Amount (\$121,666.67) and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel; (d) Settlement Administration Expenses of up to \$6,650.00; and (e) the PAGA Penalties payment of \$10,000.00, including the 65% share of the PAGA Penalties payment to the Labor and Workforce Development Agency (“LWDA”) and the 35% share of the PAGA Penalties payment to PAGA Members. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and all other terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Court finds that, subject to the Final Approval Hearing, the Court preliminarily approves and incorporates the proposed Settlement upon the terms, conditions, and all release

1 language set forth in the Settlement Agreement, including all exhibits thereto, as fair, reasonable,
2 and adequate, and in the best interests of the Class set forth below. The Court further finds that the
3 Settlement Agreement substantially fulfills the purposes and objectives of the class and PAGA
4 action and provides substantial relief to the Class without the risks, burdens, costs, or delay
5 associated with continued litigation, trial, and/or appeal. The Settlement is not a finding or
6 admission of liability by the Defendants or any other person, nor a finding of the validity of any
7 claims asserted in the Action or of any wrongdoing or any violation of law.

8 3. Plaintiff, by and through his counsel, has investigated the pertinent facts and has
9 evaluated the risks associated with continued litigation, trial and/or appeal. The Court finds that
10 the Settlement Agreement: (a) is the result of arm's-length negotiations between the Parties and
11 experienced counsel; (b) is sufficient to warrant notice of the settlement and the Final Approval
12 Hearing to be disseminated to the Class; (c) meets all applicable requirements of law, including
13 Federal Rule of Civil Procedure 23.

14 **Conditional Certification of the Class for Settlement Purposes**

15 4. For purposes of settlement only: (a) Moon Law Group, PC is appointed as Class
16 Counsel for the Class; and (b) Plaintiff Maykelin Mendoza Reyes is appointed Class
17 Representative. The Court finds that these attorneys are competent and capable of exercising the
18 responsibilities of Class Counsel and that Plaintiff will adequately protect the interests of the Class
19 defined below.

20 5. For purposes of settlement only and for purposes of disseminating Class Notice, and
21 without prejudice to Defendants' right to contest class certification if the Settlement Agreement is
22 not finally approved, the Court conditionally certifies the following Class as defined in the
23 Settlement Agreement: "all current and former California non-exempt employees of Defendants
24 during the Class Period" and further defines the Class Period as "the period from February 7, 2021,
25 and August 21, 2025 or the earlier of: (1) the date the Court grants preliminary approval, or (2) the
26 end date on which the total workweeks covered by the settlement reaches 16,000 workweeks.
27 Excluded from the Settlement Class are all persons who properly and timely elect to opt out.

28 6. The Court finds, subject to the Final Approval Hearing, that the Settlement

1 Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and
2 for the purposes of settlement only, that the Class satisfies the requirements of Rule 23 of the
3 Federal Rules of Civil Procedure, and specifically, that: (1) the Class is so numerous that joinder
4 of all members is impracticable; (2) there are questions of fact and law common to the Class; (3)
5 the claims of the Class Representative are typical of the claims of the members of the Class; (4) the
6 Class Representative and Class Counsel will fairly and adequately protect the interests of the
7 members of the Class; (5) common questions of law or fact predominate over questions affecting
8 individual members; and (6) a class action is a superior method for fairly and efficiently
9 adjudicating the Action.

10 7. If the Settlement Agreement does not receive the Court's final approval, or if final
11 approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to
12 become effective, the Court's conditional grant of class certification shall be vacated, null, and void
13 in all respects, and the Class Representative and the Class will once again bear the burden of
14 establishing the propriety of class certification for purposes of litigation. In such case, neither the
15 conditional certification of the Class for settlement purposes, nor any other act relating to the
16 negotiation or execution of the Settlement Agreement shall be considered as a factor in connection
17 with any class certification issue(s).

18 **Class Counsel's Award and Class Representative's Service Payment**

19 8. The Court preliminarily approves Class Counsel's ability to request attorneys' fees
20 of up to one-third of the Gross Settlement Amount (\$121,666.67), and costs not exceeding
21 \$25,000.00.

22 9. The Court preliminarily approves the requested Class Representative Service
23 Payment of \$7,500.00 to Plaintiff Maykelin Mendoza Reyes.

24 **Release**

25 10. Upon the final approval by the Court of this Settlement and Defendants' transfer to
26 the Settlement Administrator of all funds due under the terms of the Settlement, and except as to
27 such rights or claims as may be created by this Settlement, the Class Representative and all Class
28 Members who have not submitted a valid and timely request for exclusion as to claims and the

1 PAGA Members will release claims for the respective Class Period and PAGA Period as follows:

2 a. Released Class Claims. “Released Class Claims” means all federal, state and local
3 law claims, rights, demands, liabilities, and causes of action, asserted in any of the
4 complaints filed in the Action, and all claims that could have been asserted in the
5 Action based on the facts alleged in any of the complaints filed in the Action under
6 any federal, state or local law or arising under the Wage Orders, including causes of
7 action for (1) failure to pay minimum wages; (2) failure to pay overtime
8 compensation; (3) failure to provide meal periods; (4) failure to authorize and permit
9 rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to
10 timely pay final wages at termination; (7) failure to provide accurate itemized wage
11 statements; (8) engaging in Unfair Business Practices; and (9) unfair and unlawful
12 competition based on the Labor Code violations alleged in (1)-(10); and all claims
13 for attorneys’ fees and costs based on the foregoing, that accrue during the Class
14 Period.

15 b. Released PAGA Claims. “Released PAGA Claims” means all claims for civil
16 penalties under PAGA asserted in any of the complaints filed in the Action, and all
17 claims that could have been asserted in the Action based on the facts alleged in any
18 of the complaints filed in the Action and in Plaintiff’s January 19, 2025 PAGA
19 Notice in California Labor and Workforce Development Agency (“LWDA”), Case
20 No. LWDA-CM-1074319-25 including, but not limited to, claims for violations of
21 the California Labor Code for (1) failure to pay minimum wages for all hours
22 worked (2) claims relating to the rounding of time; (3) claims related to the regular
23 rate calculation; (4) failure to pay overtime compensation; (5) failure to provide
24 meal periods and pay meal period premiums; (6) failure to authorize and permit rest
25 breaks and pay rest period premiums; (7) failure to indemnify necessary business
26 expenses; (8) failure to timely pay all final wages; (10) failure to provide accurate
27 itemized wage statements.

28 **Notice and Administration**

1 11. The Court approves, as to form, content, and distribution, the Notice plan set forth
2 in the Settlement Agreement, including the Notice of Class Settlement as set forth in the Settlement
3 Agreement and attached thereto as Exhibit A, and finds that such Class Notice is reasonable and
4 the best notice practicable under the circumstances, and that the Class Notice complies fully with
5 the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Class Notice
6 constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the
7 requirements of Due Process. The Court further finds that the Class Notice is reasonably calculated
8 to, under all circumstances, reasonably apprise members of the Class of the pendency of this action,
9 the terms of the Settlement Agreement, and the right to object to the settlement and to exclude
10 themselves from the Class. In addition, the Court finds that no notice other than that specifically
11 identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may
12 revise the Notice in ways that are not material, or in ways that are appropriate to update those
13 documents for purposes of accuracy or formatting.

14 12. The Court approves the request for the appointment of ILYM Group, Inc. as
15 Settlement Administrator under the terms of the Settlement Agreement, with reasonable settlement
16 administration expenses estimated not to exceed \$6,650.00.

17 13. Pursuant to the Settlement Agreement, including specifically Paragraph 4.4.2, the
18 Settlement Administrator is directed to send the Class Notice directly by United States first class
19 mail in accordance with the procedures in the Settlement Agreement. The Settlement Administrator
20 shall also establish and maintain a toll-free informational telephone support line to assist the Class
21 Members who have questions regarding the Settlement or Class Notice.

22 **Submission of Requests for Exclusion from Class**

23 14. Any person falling within the definition of the Class may, upon valid and timely
24 request, exclude themselves or “opt out” from the non-PAGA portion of the Settlement. Any such
25 person may do so if, on or before the Response Deadline [45 days after the initial mailing of the
26 Class Notice], they comply with the procedures for submitting a Request for Exclusion as set forth
27 in the Settlement Agreement and Class Notice. Any Class Members so excluded shall neither be
28 bound by the terms of the non-PAGA portion of the Settlement Agreement nor entitled to any of

1 the benefits of such portion.

2 15. Members of the Settlement Class who fail to submit a valid and timely Request for
3 Exclusion shall become a Participating Class Member and shall be bound by all terms of the
4 Settlement Agreement, including those pertaining to the Released Class Claims, as well as any
5 Judgment that may be entered by the Court if it grants final approval of the Settlement. However,
6 irrespective of whether a Class Member submits a Request for Exclusion, upon final approval of
7 the Settlement, all Class Members who are PAGA Members will be issued an Individual PAGA
8 Payment from the PAGA Group Payment and shall be deemed to have released the Released PAGA
9 Claims.

10 **Submission of Objections by Class Members**

11 16. Any person falling within the definition of the Class who does not submit a timely
12 and valid Request for Exclusion shall be permitted to object to the Settlement before Final Approval
13 pursuant to the procedures set forth in the Settlement Agreement and Class Notice. To object, a
14 Class Member must do so on or before the Response Deadline [60 days after the initial mailing of
15 the Notice]. Irrespective of whether a notice of objection is submitted, Class Members are entitled
16 to be heard at the Final Approval Hearing.

17 17. If the Court rejects the Class Member's objection, the Class Member will still be
18 bound by all the terms of the Settlement Agreement and the releases.

19 **Final Approval Hearing**

20 19. The Final Approval Hearing shall be held before this Court on January 6, 2027, at
21 9:00 am ~~p.m.~~ in Department ¹⁶~~39~~, Wakefield Taylor Courthouse, 725 Court Street Martinez,
22 California 94553, to determine: (a) whether the proposed settlement of the Action on the terms and
23 conditions provided for in the Settlement Agreement (including as it may be modified prior to the
24 Final Approval Hearing date) is fair, reasonable, and adequate and should be given final approval
25 by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c)
26 whether to approve the Class Counsel Fees Payment and Class Counsel Litigation Expenses
27 Payment to Class Counsel; and (d) whether to approve the payment of the Class Representative
28 Service Payment to the Class Representative. The Court may adjourn the Final Approval Hearing

without further notice to members of the Class. The new date of Hearing, if any, shall be published on the Court's docket and on the Class Notice.

Implementation Schedule

20. The Court orders the following Implementation Schedule:

Within 21 days after the Preliminary Approval Date	Community Support Solutions, Inc. to provide the Settlement Administrator the Class Data, including name(s), last known mailing addresses, Social Security numbers, and the number of Covered Class Workweeks, and Covered PAGA Pay Periods.
Within 21 days after receipt of Class Member data ILYM Group, Inc.	Settlement Administrator to complete any skip trace or other address searched for Class Members, including updating any contact information. If any Notice of Settlement is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall run a skip-trace using that Settlement Class Member's social security number in an effort to attempt to ascertain the current address of the Settlement Class Member.
Within 7 days of ascertaining correct address via skip-trace.	Settlement Administrator to re-mail the Notice of Settlement.
45 days within mailing Class Notice	Deadline for Class Members to opt-out or object. The Response Deadline for Settlement Class Members to whom the Notice of Settlement is remailed after having been returned as undeliverable to the Settlement Administrator shall be sixty (60) calendar days after the Settlement Administrator's initial mailing of the Notice of Settlement to Settlement Class Members, or fourteen (14) days after the re-mailing, whichever is later.
Deadline to file Motion for Final Approval	October 28, 2026
Final Approval Hearing	November 20, 2026 at 9:00 A.M. in Department 16

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22. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

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Hon. Benjamin T. Reyes II

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF ORDER** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Katherine C. Den Bleyker
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**Labor & Workforce
Development Agency**
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce
Development Agency access portal)

Attorneys for Defendant
M & M Bakery Products, Inc.
(Served via E-Mail)

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail kcastillo@moonlawgroup.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 18, 2026** at Los Angeles, California.

Karen Castillo

Type or Print Name

/s/ Karen Castillo

Signature