

Kane Moon (SBN 249834)  
Allen Feghali (SBN 301080)  
Mariam Ghazaryan (SBN 341119)  
**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: mghazaryan@moonlawgroup.com

*Attorneys for Plaintiff* Diego Casillas

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

DIEGO CASILLAS, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

WALKER FOODS, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV07211

[Assigned to the Hon. Elihu M. Berle, Dept. 6]

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, the  
Declaration of Kane Moon, Declaration of Jodey  
Lawrence Regarding Settlement Administration,  
and the Declaration of Plaintiff]*

PRELIMINARY APPROVAL HEARING:

Date: February 18, 2026

Time: 10:00 a.m.

Dept.: 6

Judge: Hon. Elihu M. Berle

Action Filed: March 12, 2025

FAC Filed: November 21, 2025

Trial Date: Not set

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1 \$16,000.00.

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  
5 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)  
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
9 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
10 the Court preliminarily finds that the Settlement was entered into in good faith and meets the  
11 requirements for preliminary approval.

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

17 5. The Court provisionally certifies, for settlement purposes only, the following class  
18 (the “Class”): all persons employed by Defendant in California and classified as a non-exempt  
19 employee who worked for Defendant during the Class Period. The “Class Period” is March 12, 2021,  
20 and ending on January 21, 2026. Excluded from the Class is any Class Member who opts out of the  
21 Settlement Class by sending the Administrator a valid and timely Request for Exclusion.

22 6. The Court provisionally certifies, for settlement purposes only, the following  
23 individuals (the “Aggrieved Employees”): all individuals who worked in California for Defendant as  
24 a non-exempt employee at any time during the PAGA Period. The “PAGA Period” is March 9, 2024,  
25 and ending on January 21, 2026.

26 7. Releases of Claims. Effective on the date when Defendant fully funds the entire Gross  
27 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual  
28 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released

Parties as follows (Settlement, ¶ 5.):

a. Released Parties. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, managing employees, members, attorneys, agents, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (*Id.* at ¶ 1.40.)

b. Plaintiff’s Release.

1) Scope of Plaintiff’s Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time up to and including the date that Plaintiff signs this Agreement, including, but not limited to: (a) all claims that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts contained in the Operative Complaint, the facts contained in Plaintiffs PAGA Notice, or the facts ascertained during the Action, and (b) all PAGA claims that were alleged in the Operative Complaint or that reasonably could have been alleged based on facts contained in the Operative Complaint, the facts contained in Plaintiff’s PAGA Notice, or the facts ascertained during the Action (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claim for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. (*Id.* at ¶ 5.1.1.)

2) Plaintiff’s Waiver of Rights Under California Civil Code § 1542. 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 ¶ 5.1.2.)

c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts contained in the Operative Complaint, the facts contained in Plaintiff’s PAGA Notice, or the facts ascertained during the Action, including, without limitation, any and all claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse expenses; (6) failure to pay final wages; (7) failure to provide accurate wage statements; and (8) unfair business practices. Except as set forth in section 5.3 of this agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

d. PAGA Release: The State of California, and anyone purporting to act on its behalf, including Plaintiff, will release the Released Parties from all claims for PAGA penalties that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the facts stated in the PAGA Notice and/or the facts ascertained in the course of the Action, including, without limitation, any and all claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to reimburse expenses; (6) failure to pay final wages; (7) failure to provide accurate wage statements; (8) unfair business practices; (9) failure to maintain accurate records of hours worked and meal periods; (10) failure to pay all accrued vacation wages at termination; and (11) failure to pay all earned wages under Labor Code section

1 204. (*Id.* at ¶ 5.3.)

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

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

12 10. The Court appoints, for settlement purposes only, Plaintiff as the "Class  
13 Representative." The Court approves, on a preliminary basis, payment of a Class Representative  
14 Service Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to  
15 the amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and  
16 providing services in support of the Action. To the extent the final amount awarded is less than  
17 the amount requested, the remainder will be retained in the Net Settlement Amount for distribution  
18 to Participating Class Members.

19 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law  
20 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability  
21 to request attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated  
22 to be \$76,666.66), as well as reimbursement for actual costs not to exceed \$16,000.00, payable  
23 from the Gross Settlement Amount. To the extent actual costs are less and/or the final amounts  
24 awarded for fees and/or costs are less than the amounts requested, the remainder will be retained  
25 in the Net Settlement Amount for distribution to Participating Class Members.

26 12. The Court appoints Phoenix Class Action Administration Solutions as the  
27 "Administrator" with payment, payable the Gross Settlement Amount, for administration costs not  
28 to exceed \$10,000.00, except upon a showing of good cause and as approved by the Court. To the

1 extent administration costs are less, the remainder will be retained in the Net Settlement Amount  
2 for distribution to Participating Class Members.

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

7 14. The Court approves the Class Notice in substantially similar form and content as  
8 is attached to the Settlement as **Exhibit A**. The Court finds, on a preliminary basis, that the plan  
9 for distribution of the Class Notice satisfies due process, provides the best notice practicable under  
10 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

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

14 16. The Court orders the following Implementation Schedule:

|                                                                     |                                                                                                                         |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 15 Defendant to provide the Administrator<br>16 with the Class Data | Within 15 calendar days after<br>preliminary approval                                                                   |
| 17 Administrator to mail the Class Notice                           | 18 Within 14 calendar days after receiving<br>the Class Data                                                            |
| 19 Response Deadline for Class Members                              | 20 Within 60 calendar days after mailing<br>(extended by 14 calendar days for any<br>21 re-mailed initial Class Notice) |
| 22 Last Day to File a Motion for Final<br>Settlement Approval       | At least 16 court days before the Final<br>Approval Hearing                                                             |
| 23 Final Approval Hearing                                           |                                                                                                                         |

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25  
26 17. The Court reserves the right to continue the date of the Final Approval Hearing without  
27 further notice to Class Members.

28 18. The Settlement is preliminarily approved but is not an admission by Defendant of the

1 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of  
2 law. Neither the Settlement nor any related document shall be offered or received in evidence in any  
3 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate  
4 or enforce the Settlement.

5 **IT IS SO ORDERED.**

6 DATED: \_\_\_\_\_

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