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Attorneys for Plaintiffs SUSAN ALVAREZ
and MICHAEL CHAVEZ

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

SUSAN ALVAREZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

TROPICANA MANUFACTURING
COMPANY, INC.; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 23STCV06663

CLASS AND REPRESENTATIVE ACTION

[Hon. Laura A. Seigle, Dept. 17]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING:

Date: January 29, 2026

Time: 09:00 a.m.

Dept.: 17

Action Filed: March 27, 2023

Trial Date: Not set

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
AND JUDGMENT**

FILED
Superior Court of California
County of Los Angeles

02/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1
2 **~~PROPOSED~~ FINAL APPROVAL ORDER**

3 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 On July 31, 2025, the Court entered an Order which granted Plaintiffs' Motion for
5 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
6 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
7 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
8 "Action") that was reached between Plaintiffs Susan Alvarez and Michael Chavez ("Plaintiffs") and
9 Tropicana Manufacturing Company Inc., ("Defendant" and together with Plaintiff, the "Parties"), in
10 accordance with the Parties' Class Action and PAGA Settlement Agreement (the "Settlement"). The
11 Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Motion for Final
12 Approval of Class Action and PAGA Settlement..

13 The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA
14 Settlement ("Motion for Final Approval"), which includes requests for payment of the Class Counsel
15 Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service
16 Payments, Administration Expenses Payment, and PAGA Penalties. The Motion also seeks final
17 approval of the Settlement as fair, reasonable, and adequate as to all Class Members.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. The Court finds that the Settlement was made and entered into in good faith, the terms
26 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
27 investigation conducted by Plaintiffs and their counsel of record ("Class Counsel"); is the result of
28 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,

1 meets the requirements for final approval. In so finding, the Court has considered all the evidence
2 presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and
3 complexity of the claims presented; the likely duration of further litigation; the settlement amount
4 offered; the extent of investigation and discovery completed; and the experience and views of Class
5 Counsel. The Court has further considered the absence of any objections and opt-outs from the
6 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs' Motion for Final Approval and
7 **ORDERS** Judgment to be entered in accordance with the terms herein.

8 3. The Court certifies, for settlement purposes only, the following class ("Class" or
9 "Class Members"): all persons who worked for Defendant in California as a non-exempt employee
10 at any time during the Class Period. The "Class Period" means the period from March 27, 2019
11 through July 31, 2025. Excluded from the Class are all Class Members who opted out of the class
12 portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

13 4. Notwithstanding the submission of a timely Request for Exclusion, Class Members
14 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
15 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
16 Settlement do not apply to the PAGA claims.

17 5. The release of the Released PAGA Claims shall bind the following individuals
18 ("Aggrieved Employees"): all persons who worked for Defendant in California as a non-exempt
19 employee at any time during the PAGA Period. The "PAGA Period" means the period from March
20 27, 2022 through July 31, 2025.

21 6. The Court finds that Plaintiffs have exhausted all administrative remedies required
22 to bring the PAGA claims asserted in this Action and are authorized to act as private attorney
23 general with respect to the PAGA claims being released under the Settlement. The Court further
24 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
25 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
26 therefore bound by this Final Approval Order.

27 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
28 Settlement was December 20, 2025.

1 8. No Class Members submitted Requests for Exclusion by the December 20, 2025
2 Response Deadline. Accordingly, all 268 Class Members remain in the Class and are bound by this
3 Final Approval Order and the accompanying Judgment.

4 9. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
6 opportunity to object to the Settlement. No written Objections were received, and no Class Members
7 appeared at the Final Approval Hearing to present any Objections.

8 10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
9 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
10 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
11 practicable under the circumstances, by providing individual and adequate notice of the proceedings
12 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
13 requirements of due process and provided the Class Members with adequate instructions and a variety
14 of means to obtain additional information.

15 11. Release of Claim. Effective on the date when Defendant fully funds the entire Gross
16 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
17 Class Payments, Plaintiffs, Class Members and Class Counsel will release claims against all
18 Released Parties as follows:

19 a. “Released Parties” means: Defendant and each of its former and present directors,
20 officers, shareholders, owners, members, attorneys, insurers, predecessors,
21 successors, assigns, subsidiaries, affiliates, managers, employees, agents,
22 representatives, partners, investors, administrators, parent companies, DBAs,
23 divisions, and joint venturers.

24 b. Plaintiffs’ Release. In addition to the Released Class Claims and Released PAGA
25 Claims described below, Plaintiffs and their respective former and present
26 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
27 assigns generally, release and discharge Released Parties from all claims,
28 demands, rights, liabilities and causes of action of every nature and description

1 whatsoever, whether known or unknown, asserted or that might have been
2 asserted, whether in tort, contract, or for violation of any state or federal statute,
3 rule, law or regulation arising out of, relating to, or in connection with any act or
4 omission of the Released Parties through the date of full execution of this
5 Settlement Agreement in connection with his or her employment or the
6 termination thereof (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to
7 any claims or actions to enforce this Agreement, or to those rights that as a matter
8 of law cannot be waived, including, but not limited to any claims for vested
9 benefits, unemployment benefits, disability benefits, social security benefits, or
10 workers’ compensation benefits that arose at any time. Plaintiffs acknowledge
11 that they may discover facts or law different from, or in addition to, the facts or
12 law that Plaintiffs now know or believe to be true but agree, nonetheless, that
13 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding
14 such different or additional facts or Plaintiffs’ discovery of them

15 1) Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

16 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and
17 relinquish the provisions, rights, and benefits, if any, of section 1542 of
18 the California Civil Code, which reads:

19 **A general release does not extend to claims that the creditor or**
20 **releasing party does not know or suspect to exist in his or her favor**
21 **at the time of executing the release, and that if known by him or her**
22 **would have materially affected his or her settlement with the debtor**
23 **or Released Party.**

- 24 c. Released Class Claims by Participating Class Members: All Participating Class
25 Members on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
27 release Released Parties from all claims that were alleged, or reasonably could
28 have been alleged, in the Operative Complaint, that arose during the Class Period

1 including with respect to the following claims: (a) failure to pay all overtime
2 wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal
3 periods, or premium pay for non-compliant meal periods; (d) failure to authorize
4 and permit rest periods, or premium pay for non-compliant rest periods; (e) failure
5 to issue accurate, itemized wage statements and maintain payroll records; (f)
6 failure to pay all wages due upon separation of employment; (g) failure to
7 reimburse for necessary business expenses; (h) all claims under California
8 Business & Professions Code § 17200 for unfair business practices that could
9 have been premised on the facts, claims, causes of action or legal theories
10 described above; (i) failure to pay any owed vacation; (j) violation of or claims
11 under the following sections of the California Labor Code sections 201, 202, 203,
12 204, 206, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1182.12, 1194, 1194.2,
13 1197, 1197.1, 1198, 2699.5, 2802; and (k) violation of the California Industrial
14 Wage Orders that could have been premised on the facts, claims, causes of action
15 or legal theories described above, as well as any potential penalties, interest or
16 attorneys' fees associated with all of such causes of action under California law
17 ("Released Class Claims"). Except as set forth in Section 5.3 of this Agreement,
18 Participating Class Members do not release any other claims, including claims for
19 vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability, social security, workers'
21 compensation, or claims based on facts occurring outside the Class Period.

- 22 d. Release by Aggrieved Employees: All Aggrieved Employees, including Non-
23 Participating Class Members who are Aggrieved Employees, are deemed to
24 release, on behalf of themselves and their respective former and present
25 representatives, agents, attorneys, heirs, administrators, successors and assigns,
26 the Released Parties from all claims for PAGA penalties that were alleged, or
27 reasonably could have been alleged, based on the PAGA Period facts stated in the
28 Operative Complaint and/or Plaintiffs' PAGA Notice, arising during or with

respect to the PAGA Period (“Released PAGA Claims”).

1) The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicted on the Released PAGA Claims.

12. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

14. Defendant shall fully fund the Gross Settlement Amount (\$845,000.00) and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. As no Class Member has objected to the Settlement, the Effective Date shall be the date on which Judgment is entered upon entry of this Final Approval Order.

15. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

16. A total amount of \$80,000.00 shall be allocated as the “PAGA Penalties,” payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (\$60,000.00) to the LWDA (the “LWDA PAGA Payment”) and 25% (\$20,000.00) to Aggrieved Employees (the “Individual PAGA Payments”).

17. The Court finds Plaintiffs have adequately represented the Class and therefore

1 confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In
2 addition to any recovery that Plaintiffs are eligible to receive as a Participating Class Members and
3 Aggrieved Employees, the Court approves and orders service awards in the amount of **\$7,500.00**
4 each to Plaintiffs Susan Alvarez and Michael Chavez (the “Class Representative Service Payments”),
5 payable from the Gross Settlement Amount, for their significant contributions and participation
6 throughout all stages of the litigation, for the risks and duties attendant to their role as the Class
7 Representatives, and for their general release of claims against the Released Parties.

8 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
9 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
10 apparent conflicts of interest with Plaintiffs, other Class Members, or the Administrator, and have
11 adequately represented Class interests. The Court approves and orders the payments to Class
12 Counsel, payable from the Settlement Amount, of **\$281,666.67** for reasonable attorneys’ fees (the
13 “Class Counsel Fees Payment”), and **\$22,148.63** for reimbursement of out-of-pocket costs (the
14 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
15 considering the benefits provided to the Class.

16 19. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
17 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
18 Administrator of **\$7,000.00** (“Administration Expenses Payment”), payable from the Gross
19 Settlement Amount, for settlement administration.

20 20. The Court confirms the Net Settlement Amount of **\$439,184.70**, which is the Gross
21 Settlement (\$845,000.00) amount less the following: \$15,000.00 for the Class Representative Service
22 Payments, \$7,000.00 for the Administration Expenses Payment, \$80,000.00 for the PAGA Penalties,
23 \$281,666.67 for the Class Counsel Fees Payment, and \$22,148.63 for the Class Counsel Litigation
24 Expenses Payment.

25 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
26 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
27 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
28 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check

1 prior to the void date.

2 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
3 final disposition of the Action in its entirety and is intended to be immediately appealable.

4 23. The obligations set forth in the Settlement are deemed part of this Final Approval
5 Order, and the Parties and the Administrator are ordered to carry out the Settlement according to its
6 terms and provisions.

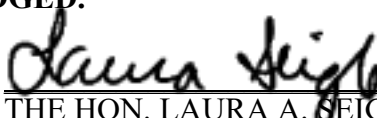
7 24. The Settlement is finally approved but is not an admission by Defendant of the
8 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
9 law. The Parties agree that neither the Settlement nor any related document shall be offered or
10 received in evidence in any civil, criminal, or administrative action or proceeding other than such
11 proceedings as may be necessary to consummate or enforce the Settlement.

12 25. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
13 **November 2, 2026 at 8:30 a.m./p.m. in Department 17.** Class Counsel are ordered to file a
14 final report and declaration by the Administrator regarding settlement distribution no later than
15 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
16 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
17 Agreement are complete.

18 **IT IS SO ORDERED AND ADJUDGED.**

19 DATE: 2/06/2026



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THE HON. LAURA A. SEIGLE
21 Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge
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