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

FREDERICK DENTON, DONTAY
HENDERSON, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SLAKEY BROTHERS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV010792
(Related Case No. 23CV002315)

CLASS AND REPRESENTATIVE ACTION

*Assigned for All Purposes to:
Judge Jill Talley, Department 23*

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

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval of Class and PAGA
Action Settlement, the Declaration of Kane
Moon, the Declaration of Brian J. St. John,
the Declaration of Plaintiff Denton, the
Declaration of Plaintiff Henderson, the
Declaration of Nick Castro, and [Proposed]
Judgment]*

FINAL APPROVAL HEARING:

Date: October 3, 2025
Time: 9:00 a.m.
Dept.: 23

Complaint Filed: October 30, 2023
FAC Filed: June 4, 2025
Trial Date: Not Set

FILED
Superior Court of California
County of Sacramento
10/28/2025
T. Shaddix, Deputy

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~~PROPOSED~~ ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On April 29, 2025, the Court entered an Order Granting Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, which granted conditional class certification and approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiffs Dontay Henderson ("Plaintiff Henderson") and Frederick Denton ("Plaintiff Denton") (together with Plaintiff Henderson, "Plaintiffs") and Defendant Slakey Brothers, Inc. ("Defendant") (together with Plaintiffs, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement (the "Settlement"). The Settlement was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. The Court now has before it an Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

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

2. Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Fee and Expense Award to Class Counsel, the Service Payments to Plaintiffs, Settlement Administration Costs, and the PAGA Settlement Amount (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 23 of this Court, the Honorable Jill Talley presiding, on October 3, 2025.

3. The Court finds that the Settlement appears to have been made and entered into in

1 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
2 discovery and investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is
3 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and
4 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
5 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense,
6 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any Objections to and Requests for
9 Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs’ Motion for
10 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein (“Final
11 Judgment”).

12 4. The Court certifies, for settlement purposes only, the following Class or Class
13 Members: ”): (a) all current and former employees who worked for Defendant in California as a non-
14 exempt employee at any time during the Class Period; and (b) all current and former employees who
15 were employed, classified, and paid as exempt employees in the job title Technical Product Specialist
16 (“TPS”) or Specialized Inside Sales Representative (“Specialized ISR”) by Defendant in California
17 during the Class Period. “Class Period” means from April 27, 2020 to and including April 29, 2025.

18 5. The PAGA release component of the Settlement shall bind the State of California and
19 the PAGA Group or PAGA Group Members, defined as follows: (a) all current and former employees
20 who worked for Defendant in California as a non-exempt employee at any time during the PAGA
21 Period; and (b) all current and former employees who were employed, classified, and paid as exempt
22 employees in the job titles TPS or Specialized ISR by Defendant in California during the PAGA
23 Period. The “PAGA Period” is from May 20, 2022 through and including April 29, 2025.

24 6. The deadline to request exclusion from or to submit written objections to the
25 Settlement was August 11, 2025. No Requests for Exclusion and no written Objections were
26 received.

27 7. The Class Notice, which was attached to the Preliminary Approval Order as Exhibit
28 A and provided to the Class pursuant to the plan for distribution described under the Settlement

1 Agreement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and
2 constituted the best notice practicable under the circumstances, by providing individual and adequate
3 notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice
4 fully satisfied the requirements of due process and provided the Class Members with adequate
5 instructions and a variety of means to obtain additional information.

6 8. The Court finds that a full opportunity has been afforded to Class Members to object
7 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other
8 persons wishing to be heard have been heard and/or had an opportunity to be heard. No written
9 Objections were received, and no Class Member appeared at the Final Approval Hearing to present
10 any Objections.

11 9. The Court finds that all Class Members have had a full and fair opportunity to exclude
12 themselves from the Settlement, and no Class Member submitted a Request for Exclusion from the
13 Settlement. Accordingly, the Court determines that all Class Members who did not timely and
14 properly request exclusion from the Settlement (“Settlement Class Members”) and all PAGA Group
15 Members are bound by this Final Approval Order and the accompanying Final Judgment, and are
16 barred from pursuing, or seeking to reopen, any of the Released Class Claims and Released PAGA
17 Claims.

18 10. **Release:**

19 a. “Released Parties” means Defendant Slakey Brothers, Inc., and all affiliated
20 predecessor and successor entities, and each such entity’s respective present and former
21 subsidiaries, affiliates, parents, agents, executive-, management-, and supervisor-level
22 employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers,
23 representatives, predecessors, successors and assigns.

24 b. Settlement Class Release. Upon the Effective Date, and Defendant has fully
25 funded the Gross Settlement Amount and all employer payroll taxes, all Settlement Class
26 Members shall be deemed to have, and by operation of the Final Approval Order and Judgment
27 shall have, expressly released, waived, and relinquished the Released Class Claims. Settlement
28 Class Members shall not sue or otherwise make a claim against any of the Released Parties for

1 any of the Released Class Claims and shall be barred from filing any actions, claims, complaints,
2 or proceedings against any of the Released Parties relating to the Released Class Claims with
3 any court or agency (including without limitation the California Division of Labor Standards
4 Enforcement), or from initiating any other proceedings against any of the Released Parties for
5 any of the Released Class Claims. Settlement Class Members' release, waiver, and
6 relinquishment of the Released Class Claims shall preclude them from participating in any
7 judgment or settlement of any of the Released Class Claims in any other class, collective, or
8 representative action.

9 1) "Released Class Claims" means all claims, debts, liabilities, demands,
10 obligations, damages, and actions or causes of action of any kind, for
11 the duration of the Class Period, that are alleged in the Operative
12 Complaint for the Action, or that could have been alleged against any of
13 the Released Parties based on the facts asserted in the Denton Action
14 complaint, Henderson Action Second Amended Complaint ("SAC"), or
15 the Operative Complaint for the Action, including (without limitation)
16 claims for any and all alleged or actual failures to timely, fully, properly,
17 or completely pay any minimum wages, regular wages, overtime or
18 double time premium wages, meal or rest period premiums, or other
19 alleged wages owed, including failure to pay overtime or double time
20 wages at the regular rate of pay (including but not limited to Labor Code
21 sections 510, 1198, 1194, 1194.2, 1197, 1197.1); any and all alleged or
22 actual failures to comply with meal or rest period requirements
23 (including but not limited to Labor Code sections 226.7 and 512); any
24 and all alleged or actual failures to provide proper, accurate, timely,
25 adequately descriptive, or complete wage statements or pay stubs
26 (including but not limited to Labor Code section 226); any and all
27 alleged or actual failures to pay all wages or compensation owed to fired,
28 resigning, or otherwise terminated employees (including but not limited

1 to Labor Code sections 201, 202, and 203); any and all alleged or actual
2 failure to fully or properly reimburse or indemnify employment-related
3 expenses (including but not limited to Labor Code Sections 2800 and
4 2802); any and all alleged or actual unfair business practices; any and
5 all alleged or actual failure to properly classify employees as exempt
6 from overtime and other requirements under California and federal law;
7 any and all alleged or actual failure to keep accurate payroll records
8 (including but not limited to Labor Code section 1174); any and all
9 alleged or actual failures to pay employees in compliance with Labor
10 Code section 204; any and all claims that employees were misclassified
11 as exempt; and any and all alleged or actual failures to pay any interest
12 or penalties owed as a result of any and all of the foregoing (including
13 but not limited to Labor Code sections 210, 226.3, and 558).

14 c. PAGA Group Release. Upon the Effective Date, and Defendant has fully
15 funded the Gross Settlement Amount and all employer payroll taxes, all PAGA Group Members
16 and the State of California shall be deemed to have, and by operation of the Final Approval Order
17 and Judgment shall have, expressed released, waived, and relinquished the Released PAGA
18 Claims. PAGA Group Members shall be barred from bringing, joining, or otherwise
19 participating in a PAGA representative action or otherwise making, joining, or otherwise
20 participating in a claim against any of the Released Parties for any of the Released PAGA Claims,
21 and the State of California shall also be barred from pursuing recovery of any civil penalties from
22 any of the Released Parties for any of the Released PAGA Claims.

23 1) “Released PAGA Claims” means all claims for civil penalties under
24 PAGA for the duration of the PAGA Period that were alleged in the
25 Denton Action complaint filed on October 30, 2023, in the Henderson
26 Action SAC filed on November 18, 2024, in the Operative Complaint
27 for the Action, or any of the PAGA Notices, or that could have been
28 alleged based on the facts asserted in the Denton Action complaint filed

1 on October 30, 2023, in the Henderson Action SAC filed on November
2 18, 2024, in the Operative Complaint, or in any of the PAGA Notices,
3 against any of the Released Parties, including (without limitation) for
4 any and all alleged or actual failures to timely, fully, properly, or
5 completely pay any minimum wages, regular wages, overtime or double
6 time premium wages, meal or rest period premiums, or other alleged
7 wages owed, including failure to pay overtime or double time wages at
8 the regular rate of pay (including but not limited to Labor Code sections
9 510, 1198, 1194, 1194.2, 1197, 1197.1); any and all alleged or actual
10 failures to comply with meal or rest period requirements (including but
11 not limited to Labor Code sections 226.7 and 512); any and all alleged
12 or actual failures to provide proper, accurate, timely, adequately
13 descriptive, or complete wage statements or pay stubs (including but not
14 limited to Labor Code section 226); any and all alleged or actual failures
15 to pay all wages or compensation owed to fired, resigning, or otherwise
16 terminated employees (including but not limited to Labor Code sections
17 201, 202, and 203); any and all alleged or actual failure to fully or
18 properly reimburse or indemnify employment-related expenses
19 (including but not limited to Labor Code Sections 2800 and 2802); any
20 and all alleged or actual unfair business practices; any and all alleged or
21 actual failure to properly classify employees as exempt from overtime
22 and other requirements under California and federal law; any and all
23 alleged or actual failure to keep accurate payroll records (including but
24 not limited to Labor Code section 1174); any and all alleged or actual
25 failures to pay employees in compliance with Labor Code section 204;
26 any and all claims that employees were misclassified as exempt; and any
27 and all alleged or actual failures to pay any interest or penalties owed as
28 a result of any and all of the foregoing (including but not limited to

Labor Code sections 210, 226.3, and 558).

d. Plaintiffs' General Release. Upon the Effective Date, and Defendant has fully funded the Gross Settlement Amount and all employer payroll taxes, Plaintiff Henderson and Plaintiff Denton, and each of their successors, assigns, heirs, personal representatives, and all those who claim through them or who assert claims on their behalf, shall each be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly released, waived, and relinquished any and all claims, demands, rights, liabilities, and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act from the beginning of time to the date they sign the Settlement, including but not limited to any claims arising from or related to their employment by Defendant or the termination of such employment and/or labor services. This general release by Plaintiff Henderson and Plaintiff Denton shall become effective upon the Effective Date and include all statutory claims, common law claims (including but not limited to those sounding in contract, tort, and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff Henderson and Plaintiff Denton each further agree not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released herein.

1) **Waiver of Civil Code Section 1542**. Plaintiff Henderson and Plaintiff Denton each acknowledge that the general release herein, pertaining to them individually, includes potential claims and costs that may not be known or suspected by them to exist, and they each hereby expressly and affirmatively waive and relinquish any and all rights and benefits which may otherwise exist relating to the claims released in Section 5.6 pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
3 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
4 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
5 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
6 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

9 12. The Court finds that the Gross Settlement Amount of \$1,600,000.00 ("GSA"), the Net
10 Settlement Sum, and the methodology used to calculate Class Settlement Awards to Settlement Class
11 Members and PAGA Settlement Awards to PAGA Group Members are fair and reasonable. The
12 Court thus authorizes the Settlement Administrator to pay settlement allocations in accordance with
13 the terms of the Settlement. Within 15 business days from the Effective Date, Defendant will remit
14 the Gross Settlement Amount for the establishment of the Settlement Fund. At the same time,
15 Defendant will also remit its share of Withholdings and Taxes arising from the Class Settlement
16 Awards. Within 10 business days from Defendant's remittance to the Settlement Administrator of
17 the Gross Settlement Amount, the Settlement Administrator shall establish the Settlement Fund and
18 distribute (a) the Class Settlement Award checks to Settlement Class Members and the PAGA
19 Settlement Award checks to PAGA Group Members, (b) the portion of the PAGA Settlement
20 Amount payable to the LWDA, (c) the Service Payments to Plaintiffs, (d), the Withholdings and
21 Taxes arising from the Class Settlement Awards to the appropriate government entities, (d) the Fee
22 and Expense Award to Class Counsel, and (e) the Settlement Administration Costs to itself.

23 13. A total amount of \$100,000.00 shall be allocated from the GSA to resolution of claims
24 under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 25%
25 (\$25,000.00) to PAGA Group Members and 75% (\$75,000.00) to the LWDA. The LWDA's claims
26 for the Released PAGA Claims are hereby extinguished.

27 14. The Court confirms the appointment of Plaintiffs as the Class Representatives, for
28 settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as Class

Members, the Court approves and orders a service payment to Plaintiffs in the amount of \$7,500.00 each from the GSA for their contributions and participation in the litigation, for the risks and duties attendant to their role as the Class Representatives, and for their general release of claims, both known and unknown, and waiver of section 1542 rights.

15. The Court confirms the appointment of Plaintiffs' counsel Lawyers *for* Justice, PC and Moon Law Group, PC, for settlement purposes only. The Court approves and orders the payments to Class Counsel from the GSA in \$533,333.33 for attorneys' fees equal to one-third of the GSA, with 60% (\$320,000.00) to Lawyers *for* Justice, PC and 40% (\$213,333.33) to Moon Law Group, PC, and \$40,022.16 for reimbursement of actual litigation costs, with \$14,745.46 to Lawyers *for* Justice, PC and \$25,276.70 to Moon Law Group, PC. The Court finds that these amounts are reasonable considering the benefits provided to the Class.

16. The Court confirms the appointment of ILYM Group, Inc. as the Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator in the amount of \$9,950.00 from the GSA for its services and costs of administration.

17. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Group Member who failed to cash their individual check prior to the void date.

18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval Order and the accompanying Final Judgment shall be given to the Class by the Settlement Administrator, who will post electronic copies on its website for no less than ninety (90) calendar days following entry hereof.

19. This Final Order and the accompanying Final Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

20. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the accompanying Final Judgment, and the Parties are ordered to carry out the Settlement

1 according to its terms and provisions.

2 21. Following entry of this Final Approval Order and the accompanying Final Judgment,
3 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and
4 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction solely with respect to the
5 interpretation, implementation, and enforcement of the terms of the Settlement and all orders and
6 judgments entered in connection therewith.

7 22. 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. Neither the Settlement nor any related document shall be offered or received in evidence in
10 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
11 necessary to consummate or enforce the Settlement.

12 23. The Court sets a settlement compliance hearing on October 2, 2026, at 10:30 a.m.
13 in Department 23. At least 15 days prior to the settlement compliance hearing, Class Counsel are
14 ordered to file a declaration regarding the status of the distribution of the settlement funds. If the
15 Court is satisfied that the settlement funds have been fully distributed, no appearance will be required
16 at the settlement compliance hearing.

17
18 **IT IS SO ORDERED.**

19
20 DATE: 10/28/2025



Jill Talley

The Honorable Jill Talley
Judge of the Superior Court, Sacramento County