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

10 CESAR TATE, an individual and on behalf of
11 all others similarly situated;

12 Plaintiff,

13 vs.
14

15 ST. DISTRIBUTING CO., LLC, a Delaware
limited liability company; and DOES 1 through
16 50,
17 Defendants.

Case No.: 23STCV22743

[Assigned for All Purposes to:
Judge Stuart M. Rice, Dept. 1]

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval; Supporting
Declarations; and [Proposed] Order)

DATE: September 12, 2025
TIME: 10:30 a.m.
DEPT: 1

Action Filed: June 10, 2024
Trial Date: Not Set

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1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement” or “Agreement”)¹ attached as Exhibit 1 to the Declaration of William C. Sung in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds, on a preliminary basis, that the Settlement appears to be fair, adequate, and reasonable, and thus, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

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1 third of the Gross Settlement Amount (currently estimated to be \$108,333.33) to Class Counsel for
2 reimbursement of reasonable attorney's fees; and (f) Class Counsel Litigation Expense Payment of
3 not more than \$25,000.00 to Class Counsel for reimbursement of reasonable litigation expenses.
4 Defendant is separately responsible for the payroll taxes owed on the wage portions of the
5 Individual Class Payments to Participating Class Members.

6 3. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair
7 and reasonable to the Class Members when balanced against the probable outcome of further
8 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
9 significant formal and informal discovery, investigation, research, and litigation have been
10 conducted such that counsel for the respective Parties at this time are able to reasonably evaluate
11 their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks
12 that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
13 has been reached as the result of serious, informed, adversarial, and arms-length negotiations
14 between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into
15 in good faith and meets the requirements for preliminary approval.

16 4. A Final Approval Hearing on the question of whether the proposed Settlement, Class
17 Counsel Fees Payment and Litigation Expenses Payment, Administration Expense Payment, the
18 PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair,
19 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
20 Implementation Schedule set forth below.

21 5. The Court provisionally certifies, for settlement purposes only, the following Class:
22 "All current and former non-exempt employees who worked for Defendant St. Distributing Co.,
23 LLC within the State of California during the Class Period." The "Class Period" means the period
24 from September 1, 2022 to February 14, 2025. Excluded from the Class will be any Class Member
25 who opts out of the Settlement by sending the Administrator a timely and valid request to opt out of
26 the Settlement.

27 6. Furthermore, the Court provisionally approves, for settlement purposes only, the
28 settlement of PAGA Penalties, the LWDA PAGA Payment, and the Individual PAGA Payments to

1 Aggrieved Employees. “Aggrieved Employees” are defined as “all current and former non-exempt
2 employees who worked for Defendant within the State of California during the PAGA Period.” The
3 “PAGA Period” means the period from September 1, 2022 to February 14, 2025.

4 7. Release of Claims. The release provisions of the Settlement, as set forth below, are
5 provisionally approved:

6 a. Released Parties. “Released Parties” means Defendant and its past, present
7 and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors
8 or assigns; and its past, present, and future officers, directors, owners, shareholders, partners,
9 agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors,
10 administrators, predecessors, successors or assigns.

11 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
12 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
13 the Individual Class Payments, Plaintiff and Plaintiff's respective former and present spouses,
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
15 and discharge Released Parties from all claims, transactions, or occurrences related to Plaintiff's
16 employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably
17 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
18 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
19 Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under
20 5.2, below (“Plaintiff's Release”). Plaintiff's Release does not extend to any claims or actions to
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
23 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
24 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
25 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
26 notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of
27 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if
28 any, of section 1542 of the California Civil Code, which reads:

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

5 c. Release of Class Claims by Participating Class Members. Effective on the
6 date when Defendant fully funds the entire Gross Settlement Amount and funds all employer
7 payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class
8 Members, on behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims
10 that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative
11 Complaint arising during the Class Period, including unpaid wages (including minimum wage and
12 regular rate wages), overtime, missed meal and rest periods, reimbursement claims, waiting time
13 penalties, payroll stub/wage statement violations, and unfair business practices. Except as set forth
14 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
15 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
16 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
17 based on facts occurring outside the Class Period (the "Release Class Claims").

18 d. Release by Aggrieved Employees. Effective on the date when Defendant
19 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
20 Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed to release, on
21 behalf of themselves and their respective former and present representatives, agents, attorneys,
22 heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties
23 under the Private Attorneys General Act (Labor Code §§2698, et seq.) that were alleged, or
24 reasonably could have been alleged, based on facts alleged in the Operative Complaint and the
25 PAGA Notices arising during the PAGA Period, including unpaid wages (including minimum wage
26 and regular rate wages), overtime, missed meal and rest periods, reimbursement claims, waiting
27 time penalties, and payroll stub/wage statement violations, unfair business practices) (the "Released
28 PAGA Claims").

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

8 9. The Court appoints, for settlement purposes only, Plaintiff as the Class
9 Representative. The Court approves, on a preliminary basis, payment of a Class Representative
10 Service Payment to Plaintiff of up to \$7,500.00 from the Gross Settlement Amount, in addition to
11 the amount Plaintiff is eligible to receive as a Class Member, for Plaintiff's contributions and
12 participation in the litigation, for the risks and duties attendant to Plaintiff's role as the Class
13 Representative, and for Plaintiff's general release of claims against the Released Parties. To the
14 extent the final amount awarded is less, the remainder will be retained in the Net Settlement
15 Amount for distribution to Participating Class Members.

16 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel William C.
17 Sung and Tiffany L. Luu of Justice for Workers, P.C., as Class Counsel. The Court approves, on a
18 preliminary basis, Class Counsel Fee Payment up to one-third of the Gross Settlement Amount
19 (currently estimated to be \$108,333.33) as reasonable attorney's fees and Class Counsel Litigation
20 Expenses Payment for reimbursement of actual costs not to exceed \$25,000.00, payable from the
21 Gross Settlement Amount. To the extent actual costs are less and/or the final amounts awarded for
22 fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for
23 distribution to Participating Class Members.

24 11. The Court appoints Simpluris, Inc. as the Administrator with payment, payable from
25 the Gross Settlement Amount, for Administration Expenses Payment not to exceed \$8,000.00,
26 except upon a showing of good cause and as approved by the Court. To the extent administration
27 costs are less, the remainder will be retained in the Net Settlement Amount for distribution to
28 Participating Class Members.

1 12. The Administrator shall perform services and duties as provided for in the
2 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in
3 English and Spanish, to Class Members. Class Members shall not be required to submit a claim
4 form to receive Individual Class Payments.

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

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

12 15. The Court orders the following Implementation Schedule:

13 Defendant to provide the Administrator 14 with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
15 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
16 Response Deadline for Class Members	Within 45 calendar days after the Administrator mails 17 the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
18 Last Day to File a Motion for Final 19 Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
20 Final Approval Hearing	_____, 2025/2026 at ____ a.m./p.m.

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22 16. The Court reserves the right to continue the date of the Final Approval Hearing
23 without further notice to Class Members.

24 17. The Settlement is preliminarily approved but is not an admission by Defendant of the
25 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
26 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
27 civil, criminal, or administrative action or proceeding other than as may be necessary to
28 consummate or enforce the Settlement.

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IT IS SO ORDERED.

Dated: _____, 2025

The Honorable Stuard M. Rice
Judge of the Superior Court