

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Jaeyoung Lee (SBN 344198)
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: hsleviant@moonlawgroup.com
E-mail: jlee@moonlawgroup.com

Attorneys for Plaintiff MAURA GRIJALVA LOPEZ

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

MAURA GRIJALVA LOPEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

DELTA HI-TECH, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV18995

[Assigned for all purposes to the Honorable Laura
Seigle]

CLASS ACTION

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

Date: July 8, 2025

Time: 9:00 a.m.

Courtroom: Dept. 17

Action Filed: August 9, 2023

Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on, upon plaintiff Maura Grijalva Lopez's Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement"; the terms of the proposed settlement reflected in the Agreement are referred to as the "Settlement"). (*See Declaration of H. Scott Leviant in Support of Plaintiff Lopez's Motion for Final Approval of Class and Representative Action Settlement* ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice process as discussed in the Motion for Final Approval of Class and Representative Action Settlement, supporting Declarations, the record in this action, having heard the argument of Counsel for the Parties, if any, and good cause appearing, the Court Orders:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$770,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed)	\$7,500.00
Requested Attorney's Fees (one-third of GSA)	\$256,666.67
Requested Costs (not to exceed amount)	\$15,000.00
PAGA Penalty Allocation	\$75,000.00
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$408,333.33

1
2 The amounts awarded by the Court are set forth below.

3 4. The Parties' Settlement is granted final approval as it meets the criteria for final
4 settlement approval. In granting final approval of the class and representative action settlement, the
5 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
6 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
7 *Cases*, 135 Cal. App. 4th 706 (2006). For purposes of the Settlement and final approval of the
8 Settlement of the Action, the Court finds that the terms of the proposed class and representative action
9 Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. For
10 this purpose, the Settlement falls within the range of possible approval as fair, adequate and reasonable;
11 appears to be the product of arm's-length and informed negotiations; and treats all Class Members fairly.
12 The Settlement Class meets the requirements for conditional certification for settlement purposes only
13 under Code of Civil Procedure § 382.

14 5. The Class Notice provided to the Settlement Class conforms with the requirements of
15 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
16 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
17 under the circumstances, by providing individual notice to all Class Members who could be identified
18 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
19 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
20 of Due Process.

21 6. The following persons are certified as Class Members solely for the purpose of entering
22 a settlement in this matter:

23 All persons employed by Defendant as hourly-paid, non-exempt employees in the State
24 of California during the Class Period (the "Class Period" is the period from August 9,
25 2019 to December 11, 2024). "Participating Class Member" means a Class Member
who does not submit a valid and timely Request for Exclusion from the Class portion of
the Settlement.

26 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.) No Class Members requested exclusion from the Class. All Class
27 Members are Participating Class Members and are bound by the Final Approval Order and Judgment in
28 the Action.

1 7. Plaintiff MAURA GRIJALVA LOPEZ is appointed as the Class Representative.

2 8. The Court finds counsel for Plaintiff is adequate, as they are experienced in wage and
3 hour class action litigation and have no conflicts of interest with absent Class Members, and that they
4 adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott
5 Leviant, and Mariam Ghazaryan, of Moon Law Group, PC, are appointed Class Counsel.

6 9. All persons employed by Defendant as hourly-paid, non-exempt employees in the State
7 of California during the PAGA Period (August 9, 2022, to December 11, 2024) are Aggrieved
8 Employees for purposes of distributing the \$18,750.00 allocated from the PAGA Penalties to Individual
9 PAGA Payments.

10 10. The Court appoints Phoenix Settlement Administration to act as the Settlement
11 Administrator, pursuant to the terms set forth in the Agreement.

12 11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
13 compensation to the Participating Class Members and Aggrieved Employees shall be implemented
14 pursuant to the terms of the Agreement and this Final Approval Order.

15 12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
16 Member and/or Aggrieved Employee, and in recognition of the Plaintiff's efforts on behalf of the
17 Class, the Court approves the payment of Class Representative Service Payment to Plaintiff in the
18 amount of **\$7,500.00**.

19 13. The Court approves the payment of attorneys' fees to Moon Law Group, PC ("Class
20 Counsel"), in the amount of **\$256,666.67**. Litigation expenses incurred by Class Counsel exceeded the
21 Agreement's \$15,000.00 cap on expense reimbursement. Therefore, litigation expenses in the total
22 amount of **\$15,000.00** to Class Counsel ("Class Counsel Litigation Expenses Payment") are approved.

23 14. The Court approves and orders payment in the amount of **\$7,500.00** to Phoenix
24 Settlement Administration ("Administration Expenses Payment"), for performance of its services as the
25 Administrator.

26 15. Upon completion of administration of the Settlement, Class Counsel shall cause to be
27 filed a declaration stating that all amounts payable under the Agreement and this Order have been paid
28 and that the terms of the Settlement have been completed.

1 16. The Court sets a non-appearance case review regarding compliance with all fund
2 distribution requirements under the Settlement for _____, at _____, in
3 Dept. 17 of the above-entitled Court. A Final Report, including any declaration from the Settlement
4 Administrator regarding compliance, shall be filed with the Court no later than
5 _____.

6 17. The Court approves and orders payment in the amount of \$56,250.00 to the Labor and
7 Workforce Development Agency (“LWDA”) (“LWDA PAGA Payment”) in compromise of claims
8 under PAGA.

9 18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
10 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
11 Class Members will release claims against all Released Parties¹ as follows:

12 All Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, release Released Parties from any and all claims, liabilities, demands,
15 obligations, penalties, costs, expenses, attorney’s fees, damages, action or causes of
16 action of whatever kind or nature, whether known or unknown, contingent or accrued
17 that were alleged on behalf of Settlement Class Members in the Action, or reasonably
18 could have been alleged based on the facts and legal theories contained in the First
19 Amended Complaint or any subsequent complaint (“Operative Complaint”), including,
20 but not limited to, claims for (a) minimum wage violations, (b) overtime violations, (c)
21 meal break violations, (d) rest break violations, (e) failure to reimburse, (f) failure to
22 timely pay wages at termination, (g) failure to provide accurate itemized wage
23 statements, (h) Business & Professions Code violations, (i) violations of Labor Code
24 Sections, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512,
25 558, 1021.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802, and (j)
26 violations of any and all applicable IWC Wage Orders, including IWC Wage Order 7.
27 Excluded from this portion of the release are claims for PAGA penalties that were
28 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
in the PAGA Notice. Except as set forth in Section 5.3 of [the] 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.

1 _____

2 ¹ “Released Parties” means Defendant, and Defendant’s former and present parents, subsidiaries or
3 affiliate as defined by Corporations Code § 150, franchisors and franchisees, and its current, former, and
4 future owners, officers, shareholders, directors, members, managers, operators, employees, consultants,
5 vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint
6 venturers, and agents, and any successors, assigns, or legal representatives and any individual or entity
7 who or which could be jointly liable with Defendant and all persons or entities acting by, through under
8 or in concert with any of them.

19. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and the State of California will release claims against all Released Parties as follows:

Plaintiff and the State of California, and anyone purporting to act on its behalf, will release the Released Parties from all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in Plaintiff's PAGA violation notice and/or any amended PAGA violation notice and Complaint, or Amended Complaint, including but not limited to alleged violations of Labor Code Sections, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1021.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802, and IWC Wage Orders.

20. Class Counsel are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(1)(3).

21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in the Agreement.

22. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

23. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.

Dated:

Hon. Laura A. Seigle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE