

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Lilit Ter-Astvatsatryan (SBN 320389)
E-mail: lilit@moonlawgroup.com
Edwin Kamarzarian (SBN 327830)
E-mail: ekamarzarian@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Gabriel Arizmendi

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

GABRIEL ARIZMENDI, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

WESTCOAST WAREHOUSING, LLC, a limited
liability company; and DOES 1 through 10, inclusive,

Defendants

Case No. 24STCV01951

CLASS AND REPRESENTATIVE ACTION

[Hon. David S. Cunningham, Dept. 11]

**[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, the Declaration of
Plaintiff Gabriel Arizmendi, and the Declaration
of Jodey Lawrence]*

PRELIMINARY APPROVAL HEARING:

Date: March 25, 2025

Time: 9:00 a.m.

Dept.: 11

Complaint filed: January 24, 2024

Trial date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5

6

7
8
9
0
1
2
3
4
5

6
7
8
9
20
21
22
23
24
25
26
27
28

1 Payment, not to exceed 33 1/3% of the Gross Settlement Amount (currently estimated to be
2 \$63,413.22); and (f) a Class Counsel Litigation Expenses Payment, for reimbursement of actual
3 litigation costs not to exceed \$18,000.00.

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

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

19 5. The Court provisionally certifies, for settlement purposes only, the following class
20 (the "Class"): All persons employed by WESTCOAST in California and classified as non-exempt
21 during the Class Period. The "Class Period" is January 20, 2020, to the date of preliminary
22 approval. Excluded from the Class are all Class Member who opt out of the Settlement by sending
23 the Administrator a valid and timely Request for Exclusion.

24 6. Releases of Claims. Effective on the date when WESTCOAST fully funds the entire Gross
25 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
27 follows (Settlement, ¶ 5.):

28 a. Released Parties. "Released Parties" means WESTCOAST and each of its former and

1 present directors, officers, shareholders, owners, members, employees, attorneys, insurers, agents,
2 predecessors, successors, assigns, subsidiaries, and affiliates. The release will fully release and discharge
3 the Released Parties of any and all past, present claims, complaints, demands, liabilities, debts,
4 obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Complaints,
5 and/or could have been alleged in the Complaints based on the facts, theories, and/or claims alleged in
6 the operative Complaint. (*Id.* at ¶ 1.41.)

7 b. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and
9 discharge Released Parties from all claims, obligations, demands, actions, rights, causes of action,
10 transactions, or occurrences, liabilities of whatever kind and nature character, and description, whether
11 in law or equity, whether surrounding in tort, contract, federal, state, or local ordinance, regulation,
12 common law, or other source of law, whether known or unknown, and whether anticipated or
13 unanticipated, including unknown claims covered by Civil Code section 1542, for any type of relief,
14 including, without limitations, claims claims for wages, damages, unpaid costs, penalties, liquidated
15 damages, punitive damages, interest, attorneys fees, litigation costs, restitution, or equitable relief arising
16 from or related to her employment with the Released Parties including claims, transactions or
17 occurrences during the Class Period which include but not limited to: (a) all claims that were, or
18 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b)
19 all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
20 Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2,
21 below. ("Plaintiff's Release.") Without limiting the generality of the foregoing, the release of claims by
22 Plaintiff is a complete general release. The claims released herein by Plaintiff include, but are not limited
23 to, the Released Claims, as well as any other claims under any provision of the California Labor Code
24 or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state,
25 or federal discrimination statutes, including, without limitation, the California Fair Employment and
26 Housing Act, California Government Code §§ 12940 et seq.; the Unruh Civil Rights Act, California Civil
27 Code §§ 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§
28 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Employee Retirement

Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq.; the Age Discrimination in Employment Act and all of their implementing regulations and interpretive guidelines; claims for harassment, discrimination, retaliation and allegedly unpaid wages.. (*Id.* at ¶ 5.1.1.)

Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. (*Id.*) 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.*)

1) 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 ¶ 5.1.1.)

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 (i) all claims that were alleged, or reasonably could have been alleged based on the Class Period factual allegations, Labor Code sections, any other statute or IWC Wage Order, stated in Plaintiff's PAGA letter, the Operative Complaint or could have been reasonably ascertained in the course of the Action, including claims for Defendant's alleged failure to (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 for Business Expenses; (6) Waiting Time Penalties for Failure to Final Wages at Termination; (7) Failure to Provide Accurate and Complete Wage Statements; (8) Violation of Unfair Competition Law based upon violations of the California Labor Code sections set forth herein; (9) Violation of the Private Attorney General Act Labor Code Section 2699, et seq. This release will be for the Class Period. . Except

1 as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
2 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment
3 and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims
4 based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

5 d. Release by Aggrieved Employees. All Aggrieved Employees, Participating or Non-
6 Participating Class are deemed to release, on behalf of themselves and their respective former and
7 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
9 based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and
10 ascertained in the course of the Action including enforcement of Labor Code §§ 2698 et seq. (*Id.* at ¶
11 5.3.)

12 7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
13 definitions as set forth in the Settlement.

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

22 9. The Court appoints, for settlement purposes only, Plaintiff as the "Class
23 Representative." The Court approves, on a preliminary basis, payment of a Class Representative
24 Service Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to
25 the amount Plaintiff is eligible to receive as a Class Member, for his contributions and
26 participation in the litigation and for the risks and duties attendant to his role as the Class
27 Representative. To the extent the final amount awarded is less than the amount requested, the
28 remainder will be retained in the Net Settlement Amount for distribution to Participating Class

1 Members.

2 10. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
3 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability
4 to request attorneys' fees of up to 33 1/3% of the Gross Settlement Amount (currently estimated
5 to be \$63,413.33), as well as reimbursement for actual costs not to exceed \$18,000.00, payable
6 from the Gross Settlement Amount. To the extent actual costs are less and/or the final amounts
7 awarded for fees and/or costs are less than the amounts requested, the remainder will be retained
8 in the Net Settlement Amount for distribution to Participating Class Members.

9 11. The Court appoints Phoenix Class Action Administration as the "Administrator"
10 with payment, payable the Gross Settlement Amount, for administration costs not to exceed
11 \$5,950.00, except upon a showing of good cause and as approved by the Court. To the extent
12 administration costs are less, the remainder will be retained in the Net Settlement Amount for
13 distribution to Participating Class Members.

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

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

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

25 15. The Court orders the following Implementation Schedule:

26 Defendant to provide the Administrator 27 with the Class Data	Within 15 calendar days after preliminary approval is granted
---	--

Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response Deadline for Class Members	Within 45 calendar days after mailing (extended by 14 calendar days for any re-mailed Class Notices)
Last Day to File a Motion for Final Settlement Approval	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	

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

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

IT IS SO ORDERED.

DATED: _____

The Honorable David. S Cunningham
Judge of the Superior Court, Los Angeles County