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

12 SCOTT SMITH, individually, and on behalf of
13 all others similarly situated,

14 Plaintiff,

15 vs.
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17 REFRIGERATION HARDWARE SUPPLY
18 CORPORATION, a California corporation; and
19 DOES 1 through 10, inclusive,

20 Defendants
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FILED
Superior Court of California
County of Los Angeles
10/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 24STCV02061

CLASS AND REPRESENTATIVE ACTION

[Hon. Samantha P. Jessner, Dept. 7]

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

[Filed with the Declaration of Kane Moon, the
Declaration of Plaintiff Scott Smith, the
Declaration of Cassandra Polites, and
[Proposed] Final Approval Order and
Judgment]

FINAL APPROVAL HEARING

Date: October 22, 2025
Time: 10:00 a.m.
Dept.: 7

Action Filed: January 25, 2024
Trial Date: Not set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT**

2 On June 23, 2025, the Court entered an order which granted Plaintiff's Motion for
3 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
4 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
5 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
6 "Action") that was reached between Plaintiff Scott Smith ("Plaintiff") and Defendant Refrigeration
7 Hardware Supply Corporations ("Defendant" or "RHS") (together with Plaintiff, the "Parties"), in
8 accordance with the Parties' Amended Class Action and PAGA Settlement Agreement and Class
9 Notice (the "Settlement"). The Settlement was attached as Exhibit 1 to the Supplemental Declaration
10 of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
11 Settlement that was filed on May 29, 2025.

12 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
13 Settlement, including a request for payment of Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
15 Payment, and PAGA Penalties, and which requests that the Settlement be finally approved as fair,
16 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
17 as a [Proposed] Final Approval Order and Judgment.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's 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, ADJUDGES, AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
24 and 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 Plaintiff and his 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 Plaintiff's 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 zero Requests for Exclusion and zero objections of
6 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and
7 enters Judgment in accordance with the terms herein.

8 3. The Court certifies, for settlement purposes only, the following class (the "Class" or
9 "Class Members"): means all persons employed by RHS in California and classified as a non-exempt
10 hourly employee who worked for RHS during the Class Period. The "Class Period" is January 25,
11 2020, to May 23, 2025.

12 4. Class Members were able to opt out of the class portion of the Settlement by timely
13 submitting a Request for Exclusion to the Administrator. The deadline to submit a Request for
14 Exclusion was September 22, 2025. Zero Requests for Exclusion were received from Class Members.
15 Accordingly, all 68 Class Members are bound by this Final Approval Order and Judgment.

16 5. The Released PAGA Claims shall bind the following individuals ("Aggrieved
17 Employees"): means a person employed by RHS in California and classified as a non-exempt hourly
18 employee who worked for RHS during the PAGA Period. The "PAGA Period" means the period
19 from January 25, 2023, to May 23, 2025.

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

26 7. The Court finds that a full opportunity has been afforded to Class Members to object
27 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
28 opportunity to object to the Settlement. The deadline to submit written objections to the Settlement

1 was September 22, 2025. There were zero written objections received, and no Class Members
2 appeared at the Final Approval Hearing to present any objections.

3 8. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
5 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
6 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the proceedings
8 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
9 requirements of due process and provided the Class Members with adequate instructions and a variety
10 of means to obtain additional information.

11 9. Release of Claims: Effective on the date when RHS fully funds the entire Gross
12 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
13 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
14 Parties as follows: (Settlement, ¶ 5.):

15 a. Released Parties. “Released Parties” means: Defendant and all of Defendant’s
16 subsidiaries, affiliates, officers, directors, managing agents, shareholders,
17 members, agents, representatives, predecessors, successors, and assigns, and any
18 employees for which liability could have been sought under Labor Code § 558.1.
19 (Settlement, ¶ 1.40.)

20 b. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns
22 generally, release and discharge Released Parties from all claims, transactions, or
23 occurrences [that occurred during the Class Period], including, but not limited to:
24 (a) all claims that were, or reasonably could have been, alleged, based on the facts
25 contained, in the Operative Complaint and (b) all PAGA claims that were, or
26 reasonably could have been, alleged based on facts contained in the Operative
27 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released
28 under 5.2, below. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any

1 claims or actions to enforce this Agreement, or to any claims for vested benefits,
2 unemployment benefits, disability benefits, social security benefits, workers'
3 compensation benefits that arose at any time, or based on occurrences outside the
4 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
5 different from, or in addition to, the facts or law that Plaintiff now knows or
6 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
7 remain effective in all respects, notwithstanding such different or additional facts
8 or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.)

9 c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
10 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
11 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
12 which reads: A general release does not extend to claims that the creditor or
13 releasing party does not know or suspect to exist in his or her favor at the time of
14 executing the release, and that if known by him or her would have materially
15 affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

16 d. Released Class Claims. All Participating Class Members, on behalf of themselves
17 and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, release Released Parties claims arising out
19 of or related to the allegations set forth in the Operative Complaint that arose during
20 the Class Period, including claims for: (1) failure to pay minimum wages in
21 violation of Labor Code §§ 1194, 1194.2 and 1197, and the applicable IWC Wage
22 Order(s); (2) failure to pay overtime compensation in violation of Labor Code §§
23 510, 1194, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide
24 meal periods in violation of Labor Code § 226.7 and 512 and the applicable IWC
25 Wage Order(s); (4) failure to provide compliant rest periods in violation of Labor
26 Code §§ 226.7 and the applicable IWC Wage Order(s); (5) failure to indemnify
27 necessary business expenses in violation of Labor Code § 2802; (6) failure to
28 timely pay final wages at termination in violation of Labor Code §§ 201-203; (7)

1 failure to provide accurate itemized wage statements in violation of Labor Code §
2 226; and (8) unfair business practices in violation of Bus. & Prof. Code, §§ 17200,
3 et seq. All Class Members who have not opted out will be deemed to have
4 acknowledged and agreed that the Released Class Claims are disputed and that
5 Labor Code § 206.5 is not applicable to their individual class payment. Except as
6 set forth in Section 5.3 of this Agreement, Participating Class Members do not
7 release any other claims, including claims for vested benefits, wrongful
8 termination, violation of the Fair Employment and Housing Act, unemployment
9 insurance, disability, social security, workers' compensation, or claims based on
10 facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

11 e. Released PAGA Claims. All Non-Participating Class Members who are Aggrieved
12 Employees are deemed to release, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, the Released Parties from all claims for PAGA penalties
15 that were alleged, or reasonably could have been alleged, based on the PAGA Period
16 facts stated in the Operative Complaint, and the PAGA Notice (Case No. LWDA-
17 CM-1006314-24) and ascertained in the course of the Action, including, but not
18 limited to, alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
19 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802 and
20 2699(f)(2). The Parties agree there is no statutory right for any Aggrieved Employee
21 to object, opt out or otherwise exclude himself or herself from the PAGA Settlement.
22 Unless otherwise provided by law, the Parties further agree there is no right or
23 opportunity for any Aggrieved Employee to appeal the approval of the PAGA
24 settlement by the Court. This settlement shall not be subject to collateral attack by
25 any Non-Participating Class Members who are Aggrieved Employees, and such
26 prohibited collateral attack shall include, but not be limited to, claims that the
27 Aggrieved Employee failed, for any reason, to timely receive his or her Individual
28 PAGA Payment. (*Id.* at ¶ 5.3.)

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

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

8 12. Defendant is ordered to fully fund the Gross Settlement Amount (**\$241,500.00**) and
9 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
10 funds to the Administrator within 10 business days of the date of this Final Approval Order and
11 Judgment.

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

16 14. A total amount of \$15,000.00 shall be allocated as the "PAGA Penalties," payable
17 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
18 follows: 75% (**\$11,250.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$3,750.00**) to
19 Aggrieved Employees (the "Individual PAGA Payments").

20 15. The Court finds Plaintiff has adequately represented the Class and therefore confirms
21 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
22 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
23 Employee, the Court approves and orders an enhancement award to Plaintiff in the amount of
24 **\$7,500.00** (the "Class Representative Service Payment"), payable from the Gross Settlement
25 Amount, for his role and service as the Class Representative, for the risks and work attendant to that
26 role, and for his general release of claims and waiver of section 1542 rights.

27 16. The Court confirms the appointment of Plaintiff's Counsel, Moon Law Group, PC, as
28 Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action

1 litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the
2 Administrator, and have adequately represented Class interests. The Court approves and orders the
3 payments to Class Counsel, payable from the Gross Settlement Amount, of **\$80,500.00** for reasonable
4 attorneys' fees ("Class Counsel Fees Payment"), and of **\$18,225.04**, for reimbursement of out-of-
5 pocket costs ("Class Counsel Litigation Expenses Payment"). The Court finds that these amounts are
6 reasonable considering the benefits provided to the Class.

7 17. The Court confirms the appointment of ILYM, Group, Inc as the Administrator, who
8 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
9 Administrator of **\$5,000.00** ("Administration Expenses Payment"), payable from the Gross
10 Settlement Amount, for its fees and expenses in administering the Settlement.

11 18. The Court confirms the Net Settlement Amount of \$115,274.96, which is the Gross
12 Settlement amount less the following: \$7,500.00 for the Class Representative Service Payment,
13 \$5,000.00 for the Administration Expenses Payment, \$15,000.00 for the PAGA Penalties,
14 \$80,500.00 for the Class Counsel Fees Payment, and \$18,225.04 for the Class Counsel Litigation
15 Expenses Payment.

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

21 20. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
22 Order and Judgment will be given to the Class by the Administrator, who will post an electronic
23 copy on its website for no less than ninety (90) calendar days following entry thereof.

24 21. This Final Approval Order and Judgment are intended to be a final disposition of
25 the Action in its entirety and are intended to be immediately appealable.

26 22. The obligations set forth in the Settlement are deemed part of this Final Approval
27 Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement
28 according to its terms and provisions.

1 23. Following entry of this Final Approval Order and Judgment, and without affecting
2 the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will
3 retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing
4 the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
5 addressing such post-Judgment matters as are permitted by law.

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

11 25. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
12 June 22, 2026, at 9:00 a.m./p.m. in Department 7. Class Counsel are ordered to file a
13 final report and declaration by the Administrator regarding settlement distribution no later than
14 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
15 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
16 Settlement are complete.

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

18
19 DATE: 10/22/2025



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

THE HON. SAMANTHA P. JESSNER
Judge of the Superior Court, Los Angeles County