

D.LAW, INC.

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Attorneys for Plaintiff JUSTIN ABNEY, on
behalf of himself and others similarly situated

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

JUSTIN ABNEY, an individual on behalf
of himself and all others similarly situated,

Plaintiffs,

v.

COASTAL TRACTOR, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24CV002152

Assigned for All Purposes To:
Hon. Ian A. Rivamonte, Dept. 14

**NOTICE OF MOTION AND
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Hearing Information:

Date: April 24, 2026

Time: 8:30 a.m.

Department: 14

Action filed: May 24, 2024

FAC filed: July 29, 2024

Trial: None Set

TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 24, 2026, at 8:30 a.m. in Department 14 of the Monterey Superior Court located at 1200 Aguajito Road, Monterey, CA 93940, Plaintiff Justin Abney (“Plaintiff”), on behalf of herself, and other similarly situated employees of Defendant Coastal Tractor (“Defendant”) (collectively, “the Parties”), will and hereby does move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order as proposed:

1. Preliminarily approving the proposed class-wide settlement of this action as set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), which is attached as Exhibit 1 to the Declaration of Enoch J. Kim (“Kim Decl.”), filed herewith;

2. Approving the form and method for providing notice to the Class Members and approving the form and content of the Parties’ proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) for sending to the Class Members (provided at Exhibit A to the Settlement Agreement);

3. Approving for mailing the Class Notice packet, consisting of the Court approved Class Notice and directing that it be sent to the Class Members;

4. Appointing Plaintiff Justin Abney as Class Representative for settlement purposes only;

5. Appointing the attorneys of D.Law, Inc. as Class Counsel for settlement purposes only.

6. Scheduling a Final Approval hearing date to consider the Parties’ request for Final Approval of the proposed Settlement and Plaintiff’s application for Attorneys’ Fees and Costs Awards to Class Counsel for attorneys’ fees and reasonable expenses incurred in connection with this Action, and Class Representative Service Payment to Plaintiff for his service in this Action;

7. Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed settlement’s allocation of funds to claims made under Labor Code §§ 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”);

1 Under the terms of the Settlement, the Parties have agreed that all claims brought on
2 behalf of the Class Members shall be fully and finally resolved for the total sum of \$395,000.00
3 (“Gross Settlement Amount”) to be paid on a non-reversionary basis. The amount remaining of
4 the Gross Settlement Amount after the following deductions have been made (“Net Settlement
5 Amount”) shall be available for distribution to Class Members who do not opt out of the
6 Settlement:

- 7 • Up to one-third of the Gross Settlement Amount, or **\$131,666.67**, to Class
8 Counsel as attorneys’ fees for the litigation and resolution of this Action and
9 actual costs incurred in this Action;
- 10 • A not-to-exceed amount of **\$6,650.00** to the Settlement Administrator for its costs
11 of administration of the Settlement;
- 12 • Up to **\$7,500.00** to Plaintiff as an award for his service as a class representative;
13 and
- 14 • **\$40,000.00** for settlement of claims for civil penalties under PAGA, with 25%
15 (\$10,000.00) allocated to the PAGA Members (“Individual PAGA Payments”)
16 and 75% (\$30,000.00) allocated to the LWDA (“LWDA PAGA Payment”).

17 This Motion is made on the grounds that after good-faith, arm’s length negotiations, the
18 Parties have agreed upon a Settlement which is fair, reasonable, and adequate and in the best
19 interests of the Class and all Parties. Defendant does not oppose the Motion. This Notice of
20 Motion and Motion is also based on the fact that this Settlement was the product of informed,
21 non-collusive negotiations by the Parties, who were represented by experienced and able
22 counsel. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex
23 Litigation (Second) (1985) § 30.44. The proposed settlement meets the legal standard for
24 preliminary approval and is in the best interests of the Class; the proposed form of Class Notice
25 explains the Settlement terms in a clear and straightforward manner; the proposed procedures for
26 notice provide the best practical notice to the Class; and Class Members will have an opportunity
27 to participate in and/or object to the settlement and/or opt-out of the settlement.
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1 This Motion is based upon this Notice of Motion, the accompanying Memorandum of
2 Points and Authorities, the Declarations of Enoch J. Kim, Justin Abney, and Kelsey Stern, the
3 [Proposed] Order, the Parties' Settlement Agreement and Class Notice, the Court's record of this
4 action, all matters of which the Court may take notice, and upon such oral or documentary
5 evidence as the Court may receive at or before the hearing on this unopposed Motion.
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7 Dated: March 19, 2026

D.LAW, INC.

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9 By /s/ Enoch J. Kim
10 Natalie Haritounian
11 Enoch J. Kim
12 Matthew Carraher
13 Antonia McKee
14 Attorneys for Plaintiff and Settlement Class
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