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FILED
Superior Court of California
County of Los Angeles
02/25/2026

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

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

SCOTT D. ONKEN, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SIERRA PACIFIC ENGINEERING AND
PRODUCTS, INC.; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24STCV22888

[Honorable Timothy Patrick Dillon,
Department 15]

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

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Katie Tran, and [Proposed]
Judgment]*

FINAL APPROVAL HEARING

Date: February 25, 2026

Time: 9:00 a.m.

Dept: 15

Complaint Filed: September 5, 2024

Trial Date: Not Set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On October 30, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and Representative Action Settlement, granted conditional class
5 certification, approved the format of the Class Notice, and set a Final Approval Hearing (the
6 "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled
7 action (the "Action") that was reached between plaintiff Scott D. Onken ("Plaintiff") and defendant
8 S.P.E.P. Acquisition Corp. dba Sierra Pacific Engineering and Products, Inc. ("Defendant") (together
9 with Plaintiff, the "Parties"), in accordance with the Parties' Joint Stipulation of Class and
10 Representative Action Settlement Agreement and the First Addendum to Joint Stipulation of Class and
11 Representative Action Settlement Agreement (together, the "Settlement"). The Settlement is attached
12 as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval
13 of Class Action and PAGA Settlement.

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

20 Due and adequate notice having been given to Class Members, and the Court having reviewed
21 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
22 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
23 any oral argument, and good cause appearing,

24 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

25 1. The Court, for purposes of this Final Approval Order, refers to all terms and
26 definitions as set forth in the Settlement.

27 2. Plaintiff's Motion for Final Approval came before Department 15 of this Court, the
28 Honorable Timothy Patrick Dillon presiding, on February 25, 2026.

1 3. The Court finds that the Settlement was made and entered into in good faith, the terms
2 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
3 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
4 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
5 meets the requirements for final approval. In so finding, the Court has considered all the evidence
6 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
7 complexity of the claims presented; the likely duration of further litigation; the settlement amount
8 offered; the extent of investigation and discovery completed; and the experience and views of Class
9 Counsel. The Court has further considered the absence of any objections and the one opt-out from
10 the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
11 **ORDERS** Judgment to be entered in accordance with the terms herein.

12 4. The Court certifies, for settlement purposes only, the following class (“Class
13 Members”): all current and former non-exempt employees of Defendant in the State of California
14 from September 5, 2020, to June 7, 2025 (Settlement, ¶¶ 1.5, 1.13.)

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
17 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
18 Settlement do not apply to the PAGA claims.

19 6. The release of the Released PAGA Claims shall bind the following individuals
20 (“Aggrieved Employees”): all current and former non-exempt employees of Defendant in the State of
21 California from August 31, 2023, to June 7, 2025. (Settlement, ¶¶ 1.4, 1.33)

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

28 8. The deadline to submit a Request for Exclusion or to submit written Objections to the

1 Settlement was January 12, 2026.

2 9. One Request for Exclusion was received from Michael Kenneth Donaldson.
3 Accordingly, this individual is excluded from the Class, and 82 Class Members remain in the Class
4 and are bound by this Final Approval Order and the accompanying Judgment.

5 10. The Court finds that a full opportunity has been afforded to Class Members to object
6 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
7 opportunity to object to the Settlement. No written Objections were received, and no Class Members
8 appeared at the Final Approval Hearing to present any Objections.

9 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
10 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
11 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 12. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
17 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
18 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
19 Released Parties as follows: (Settlement, ¶ 5.):

20 a. “Released Parties” means: Defendant and all of its present and former members,
21 parent companies, subsidiaries, affiliates, joint venturers, and licensees, and all of
22 their shareholders, officers, directors, employees, agents, affiliates, servants,
23 registered representatives, attorneys, insurers, successors and assigns, and any
24 other persons acting under them. (Settlement, ¶, 1.42.)

25 b. Plaintiff’s Release. Plaintiff and his representatives, agents, attorneys, heirs,
26 administrators, successor and assigns fully and finally releases and discharges the
27 Released Parties from any and all charges, complaints, claims, and liabilities of
28 any kind or nature whatsoever, known or unknown, suspected or unsuspected

1 (“claim(s)”) which Plaintiff at any time heretofore had or claimed to have or
2 which Plaintiff may have or shall in the future claim to have, including, without
3 limitation, any and all claims related or in any manner incidental to Plaintiff’s
4 employment. Plaintiff understands that he is releasing potentially unknown
5 claims, and that Plaintiff may have limited knowledge with respect to some of the
6 claims being released. Plaintiff acknowledges that there is a risk that, after signing
7 this agreement, Plaintiff may learn information that might have affected
8 Plaintiff’s decision to enter into this agreement. Plaintiff assumes this risk and all
9 other risks of any mistake in entering into this agreement. Plaintiff agrees that this
10 Agreement is fairly and knowingly made. Plaintiff represents and warrants that
11 Plaintiff has all necessary authority to enter into this agreement (including, if
12 Plaintiff is married, on behalf of Plaintiff’s marital community) and that Plaintiff
13 has not transferred any interest in any claims to any spouse or to any other third
14 party (“Plaintiff’s Release”). (Settlement, ¶ 5.0.)

- 15 1) The Parties understand the word “claim(s)” to include (a) all claims that
16 were, or reasonably could have been, alleged, based on the facts
17 contained in the Action, (b) all PAGA claims that were, or reasonably
18 could have been, alleged based on facts contained in the Action,
19 Plaintiff’s PAGA Notice, or ascertained during the Action, and (c) all
20 actions, complaints, claims, and grievances, whether actual or potential,
21 known or unknown, and specifically but not exclusively, all claims
22 arising out of Plaintiff’s employment including, but not limited to, any
23 and all claims under the California Fair Employment and Housing Act,
24 the Age Discrimination in Employment Act, Title VII or any other
25 statute, rule or regulation relating to Plaintiff’s employment with
26 Defendant and under which Plaintiff has made a claim or could make a
27 claim against Defendant. All such claims (including related attorneys’
28 fees and costs) are forever barred by this Agreement, without regard to

1 whether those claims are based on any alleged breach of a duty arising
2 in contract or tort; any alleged unlawful act; any other claim or cause of
3 action; and regardless of the forum in which it might be brought,
4 including, but not limited to any claim of personal injury or tort,
5 wrongful termination, violation of public policy, violations of the
6 California Labor Code including, but not limited to, Labor Code sections
7 1102.5, 204, 510, 558, 1198; or claims for breach of contract or breach
8 of the implied covenant of good faith and fair dealing, claims for
9 harassment, discrimination, retaliation, or any other violation of any
10 local, state or federal law (collectively, "Plaintiff's Released Claims").
11 (Settlement, ¶ 5.0.1.)

12 c. Release by Participating Class Members: All Participating Class Members,
13 including Plaintiff, fully and finally release and discharge the Released Parties
14 from any and all claims, debts, liabilities, demands, obligations, penalties,
15 guarantees, costs, expenses, attorney's fees, damages, and actions or causes of
16 action of whatever kind or nature, contingent or accrued, that were alleged or that
17 reasonably could have been alleged based on the facts alleged in the Action and/or
18 that accrued in or are related to the allegations in the Action, under federal, state
19 and/or local law. This release includes, without limitation, a release of all claims
20 alleged in the Action and under state law for alleged failure to pay minimum
21 wages, failure to pay overtime compensation, failure to provide meal periods,
22 failure to authorize and permit rest breaks, failure to indemnify necessary
23 business expenses, failure to pay all unpaid wages at termination, failure to
24 provide accurate itemized wage statements, any violations of California Business
25 and Professions Code §§ 17200, et seq., any statutory penalties based on the
26 foregoing (collectively, "Released Class Claims"). (Settlement, ¶ 5.1.)

27 1) The Participating Class Members' Release excludes the release of
28 claims not permitted by law and is limited to claims arising during the

Class Period. (*Id.* at ¶ 5.1.1.)

d. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, fully and finally release and discharge the Released Parties from any and all claims for the recovery of civil penalties and attorneys' fees and costs permissible under PAGA which the Aggrieved Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the First Amended Class and Representative Action Complaint or the PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, "Released PAGA Claims"). (Settlement, ¶ 5.2.)

1) The Aggrieved Employees' Release is limited to claims arising during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not. Aggrieved Employees cannot opt out of the PAGA Payment. (Settlement, ¶ 5.2.1.)

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

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in

1 accordance with the terms of the Settlement.

2 15. Defendant shall fully fund the Gross Settlement Amount (**\$440,000.00**), and also fund
3 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
4 the Administrator within thirty (30) calendar days of the Effective Date.

5 16. No later than 14 days after Defendant funds the Gross Settlement Amount, the
6 Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA
7 PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class
8 Representative Service Payment, and Administration Expenses Payment.

9 17. A total amount of \$20,000.00 shall be allocated as the "PAGA Penalties," payable
10 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
11 follows: 65% (**\$13,000.00**) to the LWDA ("the LWDA PAGA Payment") and 35% (**\$7,000.00**) to
12 Aggrieved Employees (the "Individual PAGA Payments").

13 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
14 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
15 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
16 Employee, the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the
17 "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his
18 significant contributions and participation throughout all stages of the litigation, for the risks and
19 duties attendant to his role as the Class Representative, and for his general release of claims against
20 the Released Parties.

21 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
22 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
23 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
24 adequately represented Class interests. The Court approves and orders the payments to Class
25 Counsel, payable from the Gross Settlement Amount, of **\$146,666.67** for reasonable attorneys' fees
26 (the "Class Counsel Fees Payment"), and **\$14,642.41** for reimbursement of out-of-pocket costs (the
27 "Class Counsel Litigation Expenses Payment"). The Court finds that these amounts are reasonable
28 considering the benefits provided to the Class.

1 20. The Court confirms the appointment of Apex Class Action, LLC as the Administrator,
2 who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment
3 to the Settlement Administrator of **\$5,990.00** (“Administration Expenses Payment”), payable from
4 the Gross Settlement Amount, for settlement administration.

5 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
6 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
7 transmit those amounts to the California Controller’s Unclaimed Property Fund in the name of each
8 Participating Class Member and/or Aggrieved Employee who failed to cash their individual check
9 prior to the void date.

10 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
11 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
12 on its website for no less than ninety (90) calendar days following entry thereof.

13 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
14 final disposition of the Action in its entirety and are intended to be immediately appealable.

15 24. The obligations set forth in the Settlement are deemed part of this Final Approval
16 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
17 carry out the Settlement according to its terms and provisions.

18 25. Following entry of the concurrently filed Judgment, and without affecting the finality
19 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
20 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
21 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
22 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
23 by law.

24 26. The Settlement is finally approved but is not an admission by Defendant of the
25 validity of any claims in this 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
27 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
28 necessary to consummate or enforce the Settlement.

1 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
2 02/26/2027 at 4:00 a.m./p.m. in Department 15. Class Counsel are ordered to file
3 a final report and declaration by the Administrator regarding settlement distribution no later than
4 02/25/2027.
5 ~~five (5) court days prior to the Compliance Hearing.~~ No appearance will be required at the
6 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
7 Agreement are complete.

8 **IT IS SO ORDERED.**

9 DATE: 02/25/2026



A handwritten signature in black ink, appearing to read "T. Dillon", is written over a horizontal line.

THE HON. TIMOTHY PATRICK DILLON III
Judge of the Superior Court, Los Angeles County
Timothy Patrick Dillon / Judge