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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
PLAINTIFF SCOTT D. ONKEN'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

[Filed with Plaintiff Scott D. Onken's Notice of
Motion and Motion for Preliminary Approval,
Declaration of Kane Moon, and Declaration of
Plaintiff Scott D. Onken]

PRELIMINARY APPROVAL HEARING

Date: October 15, 2025

Time: 11:00 am

Dept: 15

Complaint Filed: September 5, 2024

Trial Date: Not Set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and
2 Representative Action Settlement Agreement (“Motion”) of Plaintiff Scott D. Onken (“Plaintiff”).
3 Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff
4 Scott D. Onken, and Joint Stipulation of Class and Representative Action Settlement Agreement
5 (“Settlement”) between Plaintiff and Defendant S.P.E.P. Acquisition Corp. dba Sierra Pacific
6 Engineering and Products, Inc. (“Defendant”) (Plaintiff and Defendant, the “Parties”), and good cause
7 appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
9 Plaintiff’s Motion as **Exhibit 2**, appears to meet the requirements for preliminary approval under
10 California Code of Civil Procedure section 382 because it appears to be fair, adequate, and reasonable.
11 The Settlement appears to be fair, adequate, and reasonable because it is the result of arm’s-length
12 negotiations between the Parties and significant discovery and analysis, which enabled the Parties to
13 intelligently evaluate, litigate, and mediate the allegations. The Settlement also appears to be fair,
14 adequate, and reasonable because it obviates the need for further litigation, including litigation related
15 to class certification, liability, and damages issues; and the substantial costs, delay, and risks associated
16 with such litigation.

17 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
18 \$440,000.00 and that the Gross Settlement Amount will be used to pay all payments contemplated by
19 the Settlement without exception, including, the Individual Class Payments to Participating Class
20 Members; PAGA Penalties in the amount of \$20,000.00, with sixty-five percent (65%), or \$13,000.00
21 allocated to the LWDA (the “LWDA PAGA Payment”), and thirty-five percent (35%), or \$7,000.00
22 allocated to the Aggrieved Employees (“Individual PAGA Payments”); the Class Counsel Expenses
23 Payment in an amount not to exceed \$15,000.00; the Class Counsel Fees Payment in an amount not to
24 exceed \$146,666.67 or one-third of the Gross Settlement Amount; the Class Representative Service
25 Payment in an amount not to exceed \$7,500.00; and the Administration Expenses Payment in an
26 amount not to exceed \$7,000.00. (*Settlement*, ¶¶ 3.1, *et seq.*) These terms appear to fall within the
27 range of reasonableness of a settlement which could ultimately be granted final approval by this Court.
28

1 3. The Settlement also states that the Settlement reached at mediation was based on the
2 Parties' estimated projection that the Class Members worked 11,708 Workweeks during the Class
3 Period. (*Settlement*, ¶ 7.0.) Should the Parties discover that the Class Members worked in excess of
4 12,878.80 Workweeks during the Class Period (i.e., in excess of 10% of the 11,708 estimated
5 Workweek count), Defendant, at its sole discretion, shall either increase the Gross Settlement Amount
6 by the percentage increase in the number of Workweeks worked by the Class Members above 10%
7 (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by
8 1%) or roll back the Class and PAGA Periods to the date in which 11,708 Workweeks is met. (*Id.*) If
9 Defendant elects to increase the Net Settlement Amount as set forth in Paragraph 7.0 of the Settlement,
10 Defendant shall be responsible for funding that amount in addition to any sums owed as part of the
11 Gross Settlement Amount. (*Id.*)

12 4. The Class includes all current and former non-exempt employees of Defendant in the
13 State of California from September 5, 2020, to June 7, 2025. (*Id.* at ¶ 1.5.) The Class is provisionally
14 certified for settlement purposes only because it appears to meet the requirements for certification
15 under California Code of Civil Procedure section 382. In particular, (1) the Class is ascertainable and
16 so numerous that joinder is impractical; (2) the Class shares common questions of law and fact, which
17 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4)
18 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class; and (5) a class
19 action is superior to other available methods for the fair and efficient adjudication of the controversy.
20 The Court notes that Class Members who do not request exclusion from the Settlement may object
21 thereto and raise their objections at the Final Fairness Hearing on the Settlement.

22 5. Aggrieved Employees include all current and former non-exempt employees of
23 Defendant in the State of California from August 31, 2023, to June 7, 2025. (*Id.* at ¶ 1.4.)

24 6. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
25 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
26 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
27 Released Parties as follows:
28

- 1 (a) “Released Parties” means Defendant and all of its present and former
2 members, parent companies, subsidiaries, affiliates, joint venturers, and
3 licensees, and all of their shareholders, officers, directors, employees, agents,
4 affiliates, servants, registered representatives, attorneys, insurers, successors
5 and assigns, and any other person acting under them. (*Settlement*, ¶ 1.42.)
- 6 (b) Plaintiff’s Release. Plaintiff and his representatives, agents, attorneys, heirs,
7 administrators, successors and assigns fully and finally releases and discharges
8 the Released Parties from any and all charges, complaints, claims, and
9 liabilities of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected (“claim(s)”) which Plaintiff at any time heretofore had or claimed
11 to have or which Plaintiff may have or shall in the future claim to have,
12 including, without limitation, any and all claims related or in any manner
13 incidental to Plaintiff’s employment. Plaintiff understands that he is releasing
14 potentially unknown claims, and that Plaintiff may have limited knowledge
15 with respect to some of the claims being released. Plaintiff acknowledges that
16 there is a risk that, after signing this agreement, Plaintiff may learn
17 information that might have affected Plaintiff’s decision to enter into this
18 agreement. Plaintiff assumes this risk and all other risks of any mistake in
19 entering into this agreement. Plaintiff agrees that this Agreement is fairly and
20 knowingly made. Plaintiff represents and warrants that Plaintiff has all
21 necessary authority to enter into this agreement (including, if Plaintiff is
22 married, on behalf of Plaintiff’s marital community) and that Plaintiff has not
23 transferred any interest in any claim to any spouse or to any other third party.
24 (“Plaintiff’s Release”). (*Id.* at ¶ 5.0.)
- 25 i. The Parties understand the word “claim(s)” to include (a) all claims
26 that were, or reasonably could have been, alleged, based on the facts
27 contained in the Action, (b) all PAGA claims that were, or reasonably
28 could have been, alleged based on facts contained in the Action,

1 Plaintiff's PAGA Notice, or ascertained during the Action, and (c) all
2 actions, complaints, claims, and grievances, whether actual or
3 potential, known or unknown, and specifically but not exclusively, all
4 claims arising out of Plaintiff's employment including, but not limited
5 to, any and all claims under the California Fair Employment and
6 Housing Act, the Age Discrimination in Employment Act, Title VII or
7 any other statute, rule or regulation relating to Plaintiff's employment
8 with Defendant and under which Plaintiff has made a claim or could
9 make a claim against Defendant. All such claims (including related
10 attorney's fees and costs) are forever barred by this Agreement,
11 without regard to whether those claims are based on any alleged
12 breach of duty arising in contract or tort; any alleged unlawful act; any
13 other claim or cause of action; and regardless of the forum in which it
14 might be brought, including, but not limited to any claim of personal
15 injury or tort, wrongful termination, violation of public policy,
16 violations of the California Labor Code including, but not limited to,
17 Labor Code sections 1102.5, 204, 510, 558, 1198; or claims for breach
18 of contract or breach of the implied covenant of good faith and fair
19 dealing, claims for harassment, discrimination, retaliation, or any other
20 violation of any local, state or federal law (collectively, "Plaintiff's
21 Released Claims"). (*Settlement*, ¶ 5.0.1.)

- 22 (c) Release by Participating Class Members: All Participating Class Members,
23 including Plaintiff, fully and finally release and discharge the Released Parties
24 from any and all claims, debts liabilities, demands, obligations, penalties,
25 guarantees, costs, expenses, attorney's fees, damages, and actions or causes of
26 action of whatever kind or nature, contingent or accrued, that were alleged or
27 that reasonably could have been alleged based on the facts alleged in the
28 Action and/or that accrued in or are related to the allegations in the Action,

1 under federal, state and/or local law. This release includes, without limitation,
2 a release of all claims alleged in the Action and under state law for alleged
3 failure to pay minimum wages, failure to pay overtime compensation, failure
4 to provide meal periods, failure to authorize and permit rest breaks, failure to
5 indemnify necessary business expenses, failure to pay all unpaid wages at
6 termination, failure to provide accurate itemized wage statements, any
7 violations of California Business and Professions Code §§ 17200, *et seq.*, any
8 statutory penalties based on the foregoing (collectively, “Released Class
9 Claims”). (*Settlement*, ¶ 5.1.)

10 i. The Participating Class Members’ Release exclude the release of
11 claims not permitted by law and is limited to claims arising during the
12 Class Period. (*Id.* at ¶ 5.1.1.)

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

25 i. The Aggrieved Employees’ Release is limited to claims arising during
26 the PAGA Period. In light of the binding nature of a PAGA judgment
27 on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009)
28 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.)

7. For settlement purposes only, the Class Notice to be sent to Class Members, as to form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Class Notice to Class Members satisfies Due Process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice is attached to the Settlement as **Exhibit A**.

8. The Class Representative appointed for this matter is Plaintiff Scott D. Onken. (*Settlement*, ¶ 1.38.) The Class Representative Service Payment, which is not to exceed \$7,500.00, is preliminarily approved. (*Id.* at ¶ 3.1.1.)

9. The Administrator appointed for this matter is Apex Class Action, LLC. (*Id.* at ¶ 1.2.) The Administration Expenses Payment, which is not to exceed \$7,000.00, is preliminarily approved. (*Id.* at ¶ 3.1.3.)

10. Class Counsel appointed for this matter is Moon Law Group, P.C. (*Id.* at ¶ 1.6.) The Class Counsel Fees Payment, which is not to exceed \$146,666.67 or one-third of the Gross Settlement Amount, and Class Counsel Expenses Payment, which is not to exceed \$15,000.00, are preliminarily approved. (*Id.* at ¶ 3.1.2.)

11. A Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within fourteen (14) calendar days of Preliminary Approval (<i>Settlement</i> , ¶ 6.1.)
Administrator to mail the Class Notice by First Class Mail	Within fourteen (14) calendar days of receiving the Class Data (<i>Settlement</i> , ¶ 6.3)

Response Deadline	Forty-five (45) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail (<i>Settlement</i> , ¶ 6.4.1.)
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing
Final Fairness Hearing	_____, 2026 at _____ in Department 15 of the Los Angeles County Superior Court

12. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

13. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

14. Pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

15. 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 such proceedings as may be necessary to consummate or enforce the Settlement.

16. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

17. The obligations set forth in the Settlement are deemed part of this Order. The Parties are to carry out the Settlement in accordance with its terms.

IT IS SO ORDERED.

DATE: _____

Honorable Timothy Patrick Dillon
Judge of the Los Angeles County Superior Court