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**FILED**  
Superior Court of California  
County of Sacramento  
02/03/2025  
V. Aleman, Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF SACRAMENTO**

11 SUSAN ALCALA, individually, and on behalf of  
12 all others similarly situated,

13 Plaintiff,

14 v.

15 TIFCO INDUSTRIES, INC., a Texas corporation;  
16 and DOES 1 through 10, inclusive,

17 Defendants

Case No.: 23CV002484

*Assigned for all purposes to the Honorable Lauri  
A. Damrell, Department 22*

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

*[Filed with Plaintiff Susan Alcala's Notice of  
Motion and Motion for Preliminary Approval of  
Class Action Settlement, Declaration of Kane  
Moon, and Declaration of Plaintiff]*

**Reservation ID number is: A-02484-001**

**PRELIMINARY APPROVAL HEARING**

Date: January 24, 2025

Time: 09:00 a.m.

Dept. 22

1 The Court has before it Plaintiff Susan Alcala's ("Plaintiff") Motion for Preliminary Approval of  
2 Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action  
3 Settlement, the Declaration of Kane Moon, the Declaration of Plaintiff Susan Alcala, the Joint Stipulation  
4 and Settlement Agreement of Class and PAGA Claims (which is referred to here as the "Settlement  
5 Agreement"), and good cause appearing, the Court hereby finds, and orders as follows:

6  
7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair,  
8 adequate, and reasonable, and therefore meets the requirements for preliminary approval. The Court grants  
9 preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the  
10 Settlement Agreement attached hereto as Exhibit 1. The Court preliminarily finds that the terms of the  
11 Settlement appear to be within the range of possible approval, pursuant to California Code of Civil  
12 Procedure § 382 and applicable law.

13 2. The Settlement falls within the range of reasonableness of a settlement which could  
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to  
15 any objections that may be raised at the Final Approval Hearing and final approval by this Court. The  
16 Court notes that Defendant has agreed to create a common fund of \$170,000.00 to cover (a) settlement  
17 payments to class members who do not validly opt out; (b) \$20,000.00 allocated to penalties under the  
18 Private Attorneys General Act of 2004 ("PAGA") distributed as follows: 25% (\$5,000.00) to the PAGA  
19 Employees and 75% (\$15,000.00) payment to the State of California, Labor & Workforce Development  
20 Agency; (c) Class Representative service payment of up to \$5,000.00 for Plaintiff; (d) Class Counsel's  
21 attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$56,666.67), and up to \$16,000.00  
22 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration costs  
23 of up to \$5,000.00.

24 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable  
25 to the class members when balanced against the probable outcome of further litigation relating to class  
26 certification, liability and damages issues, and potential appeals; (2) significant informal discovery,  
27 investigation, research, and litigation have been conducted such that counsel for the Parties at this time  
28 are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial

1 costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the  
2 proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations  
3 between the Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered  
4 into in good faith.

5  
6 4. A final fairness hearing on the question of whether the proposed settlement, attorneys' fees  
7 and costs to Class Counsel, and the class representative's enhancement award should be finally approved  
8 as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the  
9 Implementation Schedule set forth below.

10 5. The Court provisionally certifies for settlement purposes only the following class (the  
11 "Class Members"): All persons employed by Defendant in California and classified as an inventory  
12 maintenance specialist who worked for Defendant during the period of time from May 30, 2019 to August  
13 11, 2024. (Settlement Agreement ¶¶ 1.5 1.9, 1.12). Excluded from the Settlement Class are all persons  
14 who properly and timely elect to opt-out.

15 6. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums  
16 due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement,  
17 the Class Representatives, the Class and each Class Member who has not submitted a valid and timely  
18 request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of  
19 whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

20 a. Released Parties: Defendant and any of its past, present and future direct or indirect parents,  
21 subsidiaries, predecessors, successors and affiliates, as well as each of their past, present  
22 and future officers, directors, employees, partners, members, shareholders and agents,  
23 attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable  
24 with Defendant. (Settlement, ¶ 1.40.)

25 b. Effective Date: The date by when both of the following have occurred: (a) the Court  
26 enters a Judgment on its order granting final approval of the Settlement; and (b) the  
27 Judgment is final. The Judgment is final as of the latest of the following occurrences:  
28 (a) if no Participating Class Member objects to the Settlement, the day the Court enters

Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (Settlement, ¶ 1.18.)

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 facts stated in the Operative Complaint (1) any alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or practices under Business and Professions Code §§ 17200 arising out of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (Settlement, ¶ 5.2.)

d. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,

1 based on the PAGA Period facts stated in the Operative Complaint and the PAGA  
2 Notice, including, e.g., any and all claims for PAGA penalties pursuant to Labor Code  
3 sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1195,  
4 1197, 1197.1, 1198, 2698, 2699, or 2802, in connection with any and all allegations of  
5 Labor Code and/or IWC Wage Order violations involving: (1) any alleged failure to pay  
6 minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to  
7 provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure  
8 to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged  
9 failure to indemnify/reimburse necessary business expenses; (6) any alleged failure to  
10 pay wages due upon separation; and (7) any alleged failure to provide compliant  
11 accurate itemized wage statements. (Settlement, ¶ 5.3.)  
12

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

20 8. The Court appoints, for settlement purposes only, Susan Alcala, as the Class  
21 Representative.

22 9. The Court appoints, for settlement purposes only, Moon Law Group, PC, as Class Counsel.  
23 The Court further preliminary approves Class Counsel's ability to request attorneys' fees of up to one-  
24 third of the Gross Settlement Amount (\$56,666.67), and costs not exceeding \$16,000.00.

25 10. The Court appoints ILYM Group, Inc. Settlement Administration Experts as the Settlement  
26 Administrator with reasonable administration costs estimated not to exceed \$5,000.00.

27 11. The Court approves, as to form and content of the "Notice Packet" or "Class Notice"  
28 meaning the Notice of Class and Representative Action Settlement, attached as Exhibit A to the

Settlement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement 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.

12. The Parties are ordered to carry out the Settlement according to the terms of the Agreement.

13. Any class member who does not request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class Data to the Settlement Administrator	Within 15 days of preliminary approval
Settlement Administrator to mail the Notice Packets by First Class Mail	Within 7 days of Defendant receiving the Class Data
Response Deadline	45 days after mailing; in the case of a re-mailed Notice, the Response Deadline will be the later of (1) an additional 14 calendar days or (2) the Response Deadline to submit a Request for Exclusion or a Notice of Objection to the Settlement.
Deadline to file Motion for Final Approval	No later than 16 court days before the Final Approval Hearing
Final Approval Hearing	RECEIVED

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

16. The Agreement and the Settlement are preliminarily approved but are 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 Agreement 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

1 necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the  
2 Agreement are deemed part of this Order.  
3

4  
5 **IT IS SO ORDERED.**

6  
7 DATE: 02/03/2025  
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A handwritten signature in black ink, appearing to read "L. Damrell".

Hon. Lauri A. Damrell  
Judge of the Sacramento County Superior Court

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## PROOF OF SERVICE