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

FREDERICK DENTON, DONTAY
 HENDERSON, individually, and on behalf of
 other members of the general public similarly
 situated and on behalf of other aggrieved
 employees pursuant to the California Private
 Attorneys General Act;

 Plaintiffs,

 vs.

 SLAKEY BROTHERS, INC., a California
 corporation; and DOES 1 through 100, inclusive,

 Defendants.

Case No.: 23CV010792
 (Related Case No. 23CV002315)

CLASS AND REPRESENTATIVE ACTION

*Assigned for All Purposes to:
 Judge Jill Talley, Department 23*

**[PROPOSED] ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities, the
 Declaration of Kane Moon, the Declaration of
 Brian J. St. John, the Declaration of Plaintiff
 Denton, and the Declaration of Plaintiff
 Henderson]*

PRELIMINARY APPROVAL HEARING:

Date: April 25, 2025
 Time: 9:00 a.m.
 Dept.: 23

Complaint Filed: October 30, 2023
 Trial Date: Not Set

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1 Settlement Administration Costs paid to the Settlement Administrator of up to \$9,950.00.

2 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
3 reasonable to the Class Members when balanced against the probable outcome of further litigation
4 relating to class certification, liability and damages issues, and potential appeals; (2) significant
5 informal discovery, investigation, research, and litigation have been conducted such that counsel
6 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
7 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
8 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
9 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
10 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
11 meets the requirements for preliminary approval.

12 4. A final approval hearing on the question of whether the proposed Settlement
13 Agreement, attorneys' fees to Class Counsel, litigation costs to Class Counsel, the PAGA
14 Settlement Amount, and the Service Payments to Plaintiffs should be finally approved as fair,
15 reasonable, and adequate as to the members of the Class is hereby set in accordance with the
16 Implementation Schedule set forth below.

17 5. The Court provisionally certifies, for settlement purposes only, the following class
18 (the "Class Members" or "Class"): (a) all current and former employees who worked for Defendant
19 in California as a non-exempt employee at any time during the Class Period; and (b) all current
20 and former employees who were employed, classified, and paid as exempt employees in the job
21 title Technical Product Specialist ("TPS") or Specialized Inside Sales Representative
22 ("Specialized ISR") by Defendant in California during the Class Period. "Class Period" means
23 from April 27, 2020 to and including the date the Court grants preliminary approval of the
24 Settlement. Excluded from the Class are all Class Member who submit a written, signed Request
25 for Exclusion to the Settlement Administrator, on or prior to the Notice Response Deadline.

26 6. The Court provisionally certifies, for settlement purposes only, the following
27 individuals (the "PAGA Group Members" or "PAGA Group"): (a) all current and former
28 employees who worked for Defendant in California as a non-exempt employee at any time during

the PAGA Period; and (b) all current and former employees who were employed, classified, and paid as exempt employees in the job titles TPS or Specialized ISR by Defendant in California during the PAGA Period. The “PAGA Period” is from May 20, 2022 through and including the date the Court grants preliminary approval of the Settlement.

7. **Release:**

a. “Released Parties” means Defendant Slakey Brothers, Inc., and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, executive-, management-, and supervisor-level employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

b. Settlement Class Release. Upon the Effective Date, and Defendant has fully funded the Gross Settlement Amount and all employer payroll taxes, all Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly released, waived, and relinquished the Released Class Claims. Settlement Class Members shall not sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims and shall be barred from filing any actions, claims, complaints, or proceedings against any of the Released Parties relating to the Released Class Claims with any court or agency (including without limitation the California Division of Labor Standards Enforcement), or from initiating any other proceedings against any of the Released Parties for any of the Released Class Claims. Settlement Class Members’ release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of any of the Released Class Claims in any other class, collective, or representative action.

1) “Released Class Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind, for the duration of the Class Period, that are alleged in the Operative Complaint for the Action, or that could have been alleged against any of the Released Parties based on the facts asserted in the Denton Action complaint, Henderson Action Second Amended

Complaint (“SAC”), or the Operative Complaint for the Action, including (without limitation) claims for any and all alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime or double time premium wages, meal or rest period premiums, or other alleged wages owed, including failure to pay overtime or double time wages at the regular rate of pay (including but not limited to Labor Code sections 510, 1198, 1194, 1194.2, 1197, 1197.1); any and all alleged or actual failures to comply with meal or rest period requirements (including but not limited to Labor Code sections 226.7 and 512); any and all alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs (including but not limited to Labor Code section 226); any and all alleged or actual failures to pay all wages or compensation owed to fired, resigning, or otherwise terminated employees (including but not limited to Labor Code sections 201, 202, and 203); any and all alleged or actual failure to fully or properly reimburse or indemnify employment-related expenses (including but not limited to Labor Code Sections 2800 and 2802); any and all alleged or actual unfair business practices; any and all alleged or actual failure to properly classify employees as exempt from overtime and other requirements under California and federal law; any and all alleged or actual failure to keep accurate payroll records (including but not limited to Labor Code section 1174); any and all alleged or actual failures to pay employees in compliance with Labor Code section 204; any and all claims that employees were misclassified as exempt; and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing (including but not limited to Labor Code sections 210, 226.3, and 558).

- c. PAGA Group Release. Upon the Effective Date, and Defendant has fully funded the Gross Settlement Amount and all employer payroll taxes, all PAGA Group Members and the State of California shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressed released, waived,

1 and relinquished the Released PAGA Claims. PAGA Group Members shall be
2 barred from bringing, joining, or otherwise participating in a PAGA representative
3 action or otherwise making, joining, or otherwise participating in a claim against
4 any of the Released Parties for any of the Released PAGA Claims, and the State
5 of California shall also be barred from pursuing recovery of any civil penalties
6 from any of the Released Parties for any of the Released PAGA Claims.

7 1) “Released PAGA Claims” means all claims for civil penalties under
8 PAGA for the duration of the PAGA Period that were alleged in the Denton
9 Action complaint filed on October 30, 2023, in the Henderson Action SAC
10 filed on November 18, 2024, in the Operative Complaint for the Action, or
11 any of the PAGA Notices, or that could have been alleged based on the
12 facts asserted in the Denton Action complaint filed on October 30, 2023, in
13 the Henderson Action SAC filed on November 18, 2024, in the Operative
14 Complaint, or in any of the PAGA Notices, against any of the Released
15 Parties, including (without limitation) for any and all alleged or actual
16 failures to timely, fully, properly, or completely pay any minimum wages,
17 regular wages, overtime or double time premium wages, meal or rest period
18 premiums, or other alleged wages owed, including failure to pay overtime
19 or double time wages at the regular rate of pay (including but not limited
20 to Labor Code sections 510, 1198, 1194, 1194.2, 1197, 1197.1); any and all
21 alleged or actual failures to comply with meal or rest period requirements
22 (including but not limited to Labor Code sections 226.7 and 512); any and
23 all alleged or actual failures to provide proper, accurate, timely, adequately
24 descriptive, or complete wage statements or pay stubs (including but not
25 limited to Labor Code section 226); any and all alleged or actual failures to
26 pay all wages or compensation owed to fired, resigning, or otherwise
27 terminated employees (including but not limited to Labor Code sections
28 201, 202, and 203); any and all alleged or actual failure to fully or properly

1 reimburse or indemnify employment-related expenses (including but not
2 limited to Labor Code Sections 2800 and 2802); any and all alleged or
3 actual unfair business practices; any and all alleged or actual failure to
4 properly classify employees as exempt from overtime and other
5 requirements under California and federal law; any and all alleged or actual
6 failure to keep accurate payroll records (including but not limited to Labor
7 Code section 1174); any and all alleged or actual failures to pay employees
8 in compliance with Labor Code section 204; any and all claims that
9 employees were misclassified as exempt; and any and all alleged or actual
10 failures to pay any interest or penalties owed as a result of any and all of
11 the foregoing (including but not limited to Labor Code sections 210, 226.3,
12 and 558).

13 d. Plaintiffs' General Release. Upon the Effective Date, and Defendant has fully
14 funded the Gross Settlement Amount and all employer payroll taxes, Plaintiff
15 Henderson and Plaintiff Denton, and each of their successors, assigns, heirs,
16 personal representatives, and all those who claim through them or who assert
17 claims on their behalf, shall each be deemed to have, and by operation of the Final
18 Approval Order and Judgment shall have, expressly released, waived, and
19 relinquished any and all claims, demands, rights, liabilities, and causes of action
20 they have or have ever had against any of the Released Parties, whether for
21 economic damages, noneconomic damages, exemplary damages, penalties,
22 restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any
23 other forms of monetary or non-monetary relief in any way arising out of or
24 relating to any facts, transactions, events, policies, occurrences, acts, disclosures,
25 statements, omissions, or failures to act from the beginning of time to the date they
26 sign the Settlement, including but not limited to any claims arising from or related
27 to their employment by Defendant or the termination of such employment and/or
28 labor services. This general release by Plaintiff Henderson and Plaintiff Denton

1 shall become effective upon the Effective Date and include all statutory claims,
2 common law claims (including but not limited to those sounding in contract, tort,
3 and equity), and claims for compensation to the fullest extent permitted by law.
4 Plaintiff Henderson and Plaintiff Denton each further agree not to sue or otherwise
5 make a claim against any of the Released Parties for any of the claims that are
6 released herein.

7 1) **Waiver of Civil Code Section 1542.** Plaintiff Henderson and
8 Plaintiff Denton each acknowledge that the general release herein,
9 pertaining to them individually, includes potential claims and costs that
10 may not be known or suspected by them to exist, and they each hereby
11 expressly and affirmatively waive and relinquish any and all rights and
12 benefits which may otherwise exist relating to the claims released in
13 Section 5.6 pursuant to Civil Code section 1542, and any similar law of any
14 state or territory of the United States. Civil Code section 1542 states as
15 follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
16 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW
17 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
18 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
19 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
20 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 8. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
22 definitions as set forth in the Settlement.

23 9. The Court preliminarily finds, for settlement purposes only, that the Class meets
24 the requirements for certification under California Code of Civil Procedure section 382 in that:
25 (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that
26 are common, or of general interest, to all Class Members, which predominate over individual
27 issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and
28 Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class

1 action is superior to other available methods for the fair and efficient adjudication of the
2 controversy.

3 10. The Court preliminarily appoints, for settlement purposes only, Plaintiffs as the
4 “Class Representatives.” The Court approves, on a preliminary basis, payment of Service
5 Payments from the Gross Settlement Amount of up to \$7,500.00 to each Plaintiff, in addition to
6 the amount Plaintiffs are eligible to receive as Class Members, for their contributions and
7 participation in the litigation, for the risks and duties attendant to their role as the Class
8 Representatives, and for their general release of claims, both known and unknown, and waiver of
9 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the
10 remainder will be retained in the Net Settlement Sum for distribution to Settlement Class
11 Members.

12 11. The Court preliminarily appoints, for settlement purposes only, Plaintiffs’ counsel
13 Lawyers *for* Justice, PC and Moon Law Group, PC as “Class Counsel.” The Court approves, on a
14 preliminary basis, Class Counsel’s ability to request attorneys’ fees of up to one-third of the Gross
15 Settlement Amount (currently estimated to be \$533,333.33), as well as reimbursement for actual
16 litigation costs not to exceed \$50,000.00, payable from the Gross Settlement Amount. To the
17 extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the
18 amounts requested, the remainder will be retained in the Net Settlement Sum for distribution to
19 Settlement Class Members.

20 12. The Court preliminarily appoints ILYM Group, Inc. as the Settlement
21 Administrator with payment, payable the Gross Settlement Amount, for administration costs not
22 to exceed \$9,950.00. To the extent administration costs are less, the remainder will be retained in
23 the Net Settlement Sum for distribution to Settlement Class Members.

24 13. The Settlement Administrator shall perform services and duties as provided for in
25 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to
26 Class Members. Class Members shall not be required to submit a claim form in order to receive
27 individual settlement payments.

28 14. The Court approves the Class Notice in substantially similar form and content as

1 attached hereto as **Exhibit A**. The Court finds, on a preliminary basis, that the plan for distribution
2 of the Class Notice satisfies due process, provides the best notice practicable under the
3 circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

4 15. The obligations set forth in the Settlement Agreement are deemed part of this
5 Preliminary Approval Order, and the Parties and the Settlement Administrator are ordered to carry
6 out the Settlement Agreement according to its terms and provisions.

7 16. The Court orders the following Implementation Schedule:

8 Defendant to provide the Settlement 9 Administrator with the Class Information List	Within 30 days after preliminary approval is granted
10 Settlement Administrator to mail the Notices	Within 10 business days after receiving the Class Information List
11 Response Deadline for Class Members	Within 60 calendar days after mailing 12 (extended by 15 calendar days for any re-mailed Class Notices)
13 Last Day to File a Motion for Final Settlement 14 Approval	At least 16 court days before the Final Approval Hearing
15 Final Approval Hearing	Friday, October 3, 2025, at 9:00 a.m. in Dept. 23

16 17. The Court reserves the right to continue the date of the Final Approval Hearing without
17 further notice to Class Members.

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

20 19. The Settlement is preliminarily approved but is not an admission by Defendant of the
21 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
23 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
24 or enforce the Settlement.

25
26 **IT IS SO ORDERED.**

27 DATED: 04/29/2025



28 *Jill Talley*
The Honorable Jill Talley
Judge of the Superior Court, Sacramento County