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FILED
Superior Court of California
County of Sacramento
03/23/2026
T. Shaddix, Deputy

8 Attorneys for Plaintiffs Enriqueta Gonzalez Espino and Ana Diaz

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SACRAMENTO**

12 ENRIQUETA GONZALEZ ESPINO and ANA
13 DIAZ, on behalf of themselves and all others
similarly situated,

14 Plaintiffs,

15 vs.

16 BERBER FOOD MANUFACTURING, LLC, a
17 limited liability company; and DOES 1 through 10,
18 inclusive,

19 Defendants.
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Case No.: 24CV019140

CLASS AND REPRESENTATIVE ACTION

[Hon. Jill H. Talley, Dept. 23]

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Espino, the Declaration of Plaintiff
Diaz, and the Declaration of Lisa Mullins]*

PRELIMINARY APPROVAL HEARING

Date: March 13, 2026

Time: 9:00 a.m.

Dept.: 23

Complaint Filed: September 24, 2024

Trial Date: Not Set

1 Administrator. Defendant shall separately pay employer payroll taxes owed on the wage portions
2 of the Individual Class Payments.

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

13 4. A final approval hearing on the question of whether the proposed Settlement
14 Agreement, Attorneys' Fees to Class Counsel, Litigation Costs to Class Counsel, the PAGA Fund,
15 and the Service Awards to Plaintiffs should be finally approved as fair, reasonable, and adequate
16 as to the members of the Class is hereby set in accordance with the Implementation Schedule set
17 forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the "Class Members" or "Settlement Class"): all current and former hourly, non-exempt
20 individuals that worked for Defendant in California during the Class Period that did not sign an
21 arbitration agreement. "Class Period" means the period from September 24, 2020, through January
22 6, 2026. Excluded from the Class are all Class Member who submit timely and valid Requests for
23 Exclusion.

24 6. The Court identifies the following individuals (the "Aggrieved Employees"): all
25 current and former hourly, non-exempt employees that worked for Defendant in California during
26 the PAGA Period. The "PAGA Period" is the period from September 22, 2023, through January
27 6, 2026.

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1 7. **Release:**

2 a. Release of Claims by Participating Class Members and Aggrieved Employees. Upon the
3 date that Defendant fully funds the Gross Settlement Amount and all employer payroll
4 taxes owed on the Individual Class Payments, each of the Aggrieved Employees release
5 all Released PAGA Claims against the Released Parties, and each of the Participating
6 Class Members, in exchange for their Individual Class Payments, release all Released
7 Class Claims against the Released Parties and waive any further attempt by lawsuit,
8 administrative claim or action, arbitration, demand, or other action of any kind (including
9 participation to any extent in any representative, class, or collective action) to obtain a
10 recovery based on any Released Class Claim.

11 1) “Released Class Claims” means any and all claims that were alleged, or reasonably
12 could have been alleged, in the Complaint based on the facts asserted therein by current
13 and former hourly, non-exempt employees of Defendant in California during the Class
14 Period. The Released Class Claims include, but are not limited to, claims for alleged
15 violations of the following California Labor Code provisions: 201, 202, 203, 204, 210,
16 218.5, 218.6, , 226, 226.3, 226.7, 245–249, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
17 1197, 1197.1, 1198, 1198.5, 2802 the applicable IWC wage order, and the California
18 Business and Professions Code § 17200 et seq., any claims for interest and attorneys’
19 fees and costs arising out of the alleged violations. The Released Class Claims do not
20 include any other claims, such as claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
22 social security, or workers’ compensation or claims based on events occurring outside
23 the Class Period.

24 2) “Released PAGA Claims” means any and all claims for PAGA penalties that were
25 alleged, or could have been alleged, in the Complaint or Plaintiff’s LWDA notice(s),
26 based on the facts stated therein, related to work performed by current and former hourly,
27 non-exempt employees of Defendant in California during the PAGA Period. The
28 Released PAGA Claims include, but are not limited to, claims for PAGA penalties based

1 on the alleged violations of the following California Labor Code provisions: 201, 202,
2 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245–249, 510, 512, 558, 1174,
3 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2802 and the applicable IWC
4 wage order, and any claims for interest and attorneys’ fees and costs arising out of the
5 alleged claims for PAGA penalties.

6 b. Release by Plaintiffs. Upon the date the Defendant fully funds the Gross Settlement
7 Amount and all employer payroll taxes owed on the Individual Class Payments, in addition
8 to the claims being released by all Participating Class Members and Aggrieved Employees,
9 Plaintiffs will release and forever discharge the Released Parties, to the fullest extent
10 permitted by law, of and from any and all claims, known and unknown, asserted and not
11 asserted, which Plaintiffs have or may have against the Released Parties as of the date of
12 execution of this Settlement Agreement.

13 1) To the extent the foregoing release is a release to which Section 1542 of the
14 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs
15 expressly waive any and all rights and benefits conferred upon them by the provisions
16 of Section 1542 of the California Civil Code or similar provisions of applicable law
17 which are as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
19 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
20 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
22 OR RELEASED PARTY.

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

25 9. The Court preliminarily finds, for settlement purposes only, that the Class meets
26 the requirements for certification under California Code of Civil Procedure section 382 in that:
27 (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that
28 are common, or of general interest, to all Class Members, which predominate over individual

1 issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and
2 Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
3 action is superior to other available methods for the fair and efficient adjudication of the
4 controversy.

5 10. The Court preliminarily appoints, for settlement purposes only, Plaintiffs as the
6 "Class Representatives." The Court approves, on a preliminary basis, payment of the Class
7 Representative Service Awards from the Gross Settlement Amount of up to \$10,000.00 to each
8 Plaintiff, in addition to the amount Plaintiffs are eligible to receive as Class Members, in exchange
9 for a general release, and in recognition of their efforts and work in prosecuting the Action on
10 behalf of Class Members. To the extent the final amount awarded is less than the amount
11 requested, the remainder will be retained in the Net Settlement Sum for distribution to Settlement
12 Class Members.

13 11. The Court preliminarily appoints, for settlement purposes only, Plaintiffs' counsel
14 Moon Law Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class
15 Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount
16 (currently estimated to be \$175,000.00), as well as reimbursement for actual litigation costs not
17 to exceed \$26,000.00, payable from the Gross Settlement Amount. To the extent actual costs are
18 less and/or the final amounts awarded for fees and/or costs are less than the amounts requested,
19 the remainder will be retained in the Net Settlement Amount for distribution to Settlement Class
20 Members.

21 12. The Court preliminarily appoints ILYM Group, Inc. as the Settlement
22 Administrator with payment, payable the Gross Settlement Amount, for administration costs not
23 to exceed \$8,000.00. To the extent administration costs are less, the remainder will be retained in
24 the Net Settlement Sum for distribution to Settlement Class Members.

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

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

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

8 16. The Court orders the following Implementation Schedule:

9 Defendant to provide the Settlement Administrator with the Class List	Within 15 days after preliminary approval is granted
10 Settlement Administrator to mail the Notice Packets	Within 14 business days after receiving the Class List
11 Response Deadline for Class Members	Within 60 calendar days after mailing (extended by 14 calendar days for any re-mailed Notice Packets)
12 Last Day to File a Motion for Final Settlement Approval	At least 16 court days before the Final Approval Hearing
13 Final Approval Hearing	Friday, July 17, 2026, at 9:00 a.m. in Dept. 23

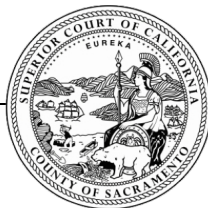
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17 17. The Court reserves the right to continue the date of the Final Approval Hearing without
18 further notice to Class Members.

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

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

26 **IT IS SO ORDERED.**

27 DATED: 03/23/2026



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