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*Attorneys for Plaintiff Jacob Alexander Figueroa  
 and Mary Norell Jackson*

**FILED**  
 Superior Court of California  
 County of Los Angeles

05/14/2025

David W. Slayton, Executive Officer/Clerk of Court

By: L. McGreene Deputy

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

JACOB ALEXANDER FIGUEROA, individually,  
 MARY NORELL JACKSON, individually, and on  
 behalf of all others similarly situated,

Plaintiffs,

vs.

AMERICAN MEIZHOU DONGPO  
 HOLLYWOOD, INC., AMERICAN MEIZHOU  
 DONGPO GROUP, INC., AMERICAN  
 MEIZHOU DONGPO ARCADIA, INC.,  
 AMERICAN MEIZHOU DONGPO HOLDING,  
 INC., AMERICAN MEIZHOU DONGPO  
 IRVINE, INC., AMERICAN MEIZHOU  
 DONGPO MANAGEMENT, INC., California  
 corporations; and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV04726

CLASS AND REPRESENTATIVE ACTION

*[Hon. Carolyn B. Kuhl, Dept. 12]*

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

*[Filed with Plaintiffs' Notice of Motion and  
 Memorandum of Points and Authorities, and the  
 Declarations of Kane Moon, Plaintiff Jacob  
 Alexander Figueroa, and Plaintiff Mary Norell  
 Jackson in Support of Motion]*

PRELIMINARY APPROVAL HEARING:

Date: May 14, 2025

Time: 10:30 a.m.

Dept.: 12

Action Filed: March 3, 2023

Trial Date: Not set

1 The Court has before it Plaintiffs' Motion for Preliminary Approval of Class Action and  
2 PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the  
3 supporting Declarations of Kane Moon, Plaintiff Jacob Alexander Figueroa, and Plaintiff Mary  
4 Norell Jackson ("Plaintiffs"), and good cause appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and the  
7 Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement  
8 Agreement and Class Notice (the "Settlement Agreement" or "Settlement") attached as Exhibit 1  
9 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Preliminary Approval of  
10 Class and PAGA Action Settlement. The Court finds on a preliminary basis that the Settlement  
11 Agreement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for  
12 preliminary approval. The Court also preliminarily finds that the terms of the Settlement  
13 Agreement appear to be within the range of possible approval, pursuant to California Code of  
14 Civil Procedure section 382 and applicable law.

15 2. The Settlement falls within the range of reasonableness of a settlement which could  
16 ultimately be given final approval by this Court, and appears to be presumptively valid, subject  
17 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
18 Court. The Court notes that Defendants American Meizhou Dongpo Hollywood, Inc., American  
19 Meizhou Dongpo Group, Inc., American Meizhou Dongpo Arcadia, Inc., American Meizhou  
20 Dongpo Holding, Inc., American Meizhou Dongpo Irvine, Inc., and American Meizhou Dongpo  
21 Management, Inc. ("Defendants") (together with Plaintiffs, the "Parties") agreed to create a  
22 common, non-reversionary gross fund of at least \$500,000.00 (the "Gross Settlement Amount"),  
23 subject to an escalator clause and in addition to Defendants' employer's payroll taxes owed on the  
24 wage portions of Individual Class Payments, to cover (a) Individual Class Payments to  
25 Participating Class Members; (b) a Class Counsel and Co-Counsel Fees Payment, not to exceed  
26 33 1/3% of the Gross Settlement Amount; (c) a Class Counsel Costs Payment, for reimbursement  
27 of actual litigation costs not to exceed \$30,000.00; (d) an Administration Expenses Payment of up  
28 to \$10,000.00; (e) PAGA Penalties of \$30,000.00 for settlement of claims for civil penalties under

1 the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed  
2 as 25% (\$7,500.00) to the Aggrieved Employees and 75% (\$22,500.00) to the California Labor  
3 and Workforce Development Agency (the “LWDA”); and (f) Class Representative Service  
4 Payments of up to \$7,500.00 to each Plaintiff.<sup>1</sup>

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

15         4.         A final approval hearing on the question of whether the proposed Settlement  
16 Agreement, Class Counsel’s attorneys’ fees and costs, the PAGA Penalties, and the Class  
17 Representative Service Payments should be finally approved as fair, reasonable, and adequate as  
18 to the members of the Class is hereby set in accordance with the Implementation Schedule set  
19 forth below.

20         5.         The Court provisionally certifies, for settlement purposes only, the following class  
21 (the “Settlement Class”): All persons employed by Defendants in California and classified as a  
22 non-exempt employee who worked for Defendants during the Class Period. The “Class Period” is  
23 March 3, 2019, to December 24, 2024. Excluded from the Settlement Class are all Class Members  
24 who submit a valid and timely request for exclusion from the Settlement pursuant to the  
25 instructions provided in the Class Notice.

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26  
27         <sup>1</sup> Pursuant to ¶ 4.3 of the Settlement Agreement, Defendant shall fully fund the Gross Settlement  
28 Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by  
transmitting the funds to the Administrator no later than October 9, 2025. (Settlement, ¶ 4.3.)

1           6.       Release of Claims. Effective on the date when Defendants fully fund the entire Gross  
2 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class  
3 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as  
4 follows (Settlement, ¶ 5.):

5           a.       Released Parties. Defendants; and (2) Defendants' respective past and present parent  
6 corporations, affiliates, affiliates' companies, subsidiaries, divisions, d/b/a's, predecessors, insurers,  
7 successors, franchisees, franchisors, assigns, principals, heirs, their current and former employees,  
8 accountants, auditors, attorneys, consultants, officers, managers, members, partners, directors,  
9 shareholders, agents, both individually and in their business capacities of any of the foregoing. (*Id.* at ¶  
10 1.42.)

11           b.       Plaintiffs' Release. Plaintiffs and their respective former and present spouses,  
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and  
13 discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a)  
14 all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative  
15 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts  
16 contained in the Operative Complaint and Plaintiffs' PAGA Notice, or ascertained during the Action and  
17 released under Section 5.2. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or  
18 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability  
19 benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs  
20 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law  
21 that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and  
22 remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery  
23 of them. (*Id.* at ¶ 5.1.1.)

24           1)       Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For  
25 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,  
26 and benefits, if any, of section 1542 of the California Civil Code, which reads: A general  
27 release does not extend to claims that the creditor or releasing party does not know or suspect  
28 to exist in his or her favor at the time of executing the release and that, if known by him or her,

1 would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at  
2 ¶ 5.1.2.)

3 c. Release by Participating Class Members. All Participating Class Members, on behalf of  
4 themselves and their respective former and present representatives, agents, attorneys, heirs,  
5 administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or  
6 reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint  
7 including, e.g., “(1) any and all claims involving any alleged failure to pay minimum wage; (2) any  
8 alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods, or  
9 compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation  
10 in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any  
11 alleged failure to pay wages due upon separation; (7) any alleged failure to provide compliant accurate  
12 itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent business actions or  
13 practices under Business and Professions Code §§ 17200, *et seq.* arising out of the Labor Code and  
14 Industrial Welfare Commission (“IWC”) Wage Order violations referenced in the Operative Complaint.  
15 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any  
16 other claims, including claims for vested benefits, wrongful termination, violation of the Fair  
17 Employment and Housing Act, unemployment insurance, disability, social security, workers’  
18 compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

19 d. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on  
20 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,  
21 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that  
22 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the  
23 Operative Complaint and the PAGA Notices including: (1) any alleged failure to pay minimum wage;  
24 (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide compliant meal periods,  
25 or compensation in lieu thereof; (4) any alleged failure to provide compliant rest breaks, or compensation  
26 in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary business expenses; (6) any  
27 alleged failure to pay wages due upon separation; and (7) any alleged failure to provide compliant  
28 accurate itemized wage statements. (“Released PAGA Claims”). (*Id.* at ¶ 5.3.)

1           7.       The Court, for purposes of this Preliminary Approval Order, refers to all terms and  
2 definitions as set forth in the Settlement Agreement.

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

11          9.       The Court appoints, for settlement purposes only, Plaintiffs as the Class  
12 Representatives. The Court approves, on a preliminary basis, payment of Class Representative  
13 Service Payments from the Gross Settlement Amount of up to \$7,500.00 to each Plaintiff, in  
14 addition to the amount Plaintiffs are eligible to receive as Class Members, for their contributions  
15 and participation in the litigation, for the risks and duties attendant to their role as the Class  
16 Representatives, and for their general release of claims, both known and unknown, and waiver of  
17 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the  
18 remainder will be retained in the Net Settlement Amount for distribution to Participating Class  
19 Members.

20          10.      The Court appoints, for settlement purposes only, Plaintiffs' Counsel Moon Law  
21 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel and Co-  
22 Counsel's ability to request attorneys' fees of up to 33 1/3% of the Gross Settlement Amount, as  
23 well as reimbursement for actual costs not to exceed \$30,000.00. To the extent actual costs are  
24 less and/or the final amounts awarded for fees and/or costs are less than the amounts requested,  
25 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class  
26 Members.

27          11.      The Court appoints ILYM Group, Inc. as the Administrator with payment from the  
28 Gross Settlement Amount for reasonable administration costs not to exceed \$10,000.00, except

upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The Administrator shall perform services and duties as provided for in the Settlement Agreement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

12. The Court approves, as to form and content, the Class Notice attached to the Settlement Agreement as Exhibit A. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

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

14. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Class Data	Within 15 calendar days after preliminary approval is granted
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response and Opt-Out Deadline	Within 60 calendar days after mailing (plus 14 calendar days for any re-mailed Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	<del>UN] dG EOCG AAF EHCAG</del>

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

1           16.       The Court further orders that, pending further order of this Court, all proceedings in this  
2 litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

3           17.       The Settlement Agreement is preliminarily approved but is not an admission by  
4 Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or  
5 of any violation of law. Neither the Settlement Agreement nor any related document shall be offered  
6 or received in evidence in any civil, criminal, or administrative action or proceeding other than as  
7 may be necessary to consummate or enforce the Settlement Agreement.

8  
9 **IT IS SO ORDERED.**

10  
11                               05/14/2025  
12 DATED: \_\_\_\_\_



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

\_\_\_\_\_  
The Honorable Carolyn B. Kuhl  
Judge of the Superior Court, Los Angeles County



STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

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

Lauren S. Gafa  
Scott K. Dauscher  
Shawn M. Cress  
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[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

Executed on **February 10, 2025**, at Los Angeles, California

Signature