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*Attorneys for Plaintiff Stepan Golub*

~~RECEIVED~~  
June 6, 2025

**FILED**  
San Diego Superior Court

JUL 18 2025

Clerk of the Superior Court  
By: B. Orihuela, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

STEPAN GOLUB, individually, and on behalf of  
all others similarly situated,

Plaintiff,

vs.

QUALTEK WIRELESS, LLC, a limited liability  
company; and DOES 1 through 10, inclusive,

Defendants

Case No.: 37-2022-00038169-CU-OE-CT

CLASS AND REPRESENTATIVE ACTION

[Hon. Wendy M. Behan, Dept. C-66]

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

*[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, and the  
Declarations of Kane Moon, Plaintiff Stepan  
Golub, in Support of Motion]*

PRELIMINARY APPROVAL HEARING:

Date: February 20, 2026  
Time: 10:15 A.M.  
Dept.: C-66

Action Filed: September 26, 2022  
Trial Date: Not set

1 The Court has before it Plaintiff's 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 Stepan Golub ("Plaintiff"), and good cause  
4 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 Plaintiff's 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 Defendant QualTek Wireless, LLC ("Defendant") (together with  
19 Plaintiff, the "Parties") agreed to create a common, non-reversionary gross fund of at least  
20 \$570,882.00 (the "Gross Settlement Amount"), subject to an escalator clause and in addition to  
21 Defendant's employer's payroll taxes owed on the wage portions of Individual Class Payments,  
22 to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees  
23 Payment, not to exceed 33 1/3% of the Gross Settlement Amount; (c) a Class Counsel Costs  
24 Payment, for reimbursement of actual litigation costs not to exceed \$25,000.00; (d) an  
25 Administration Expenses Payment of up to \$15,000.00; (e) PAGA Penalties of \$40,000.00 for  
26 settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code  
27 Sections 2698, *et seq.* ("PAGA"), and distributed as 25% (\$10,000.00) to the Aggrieved  
28 Employees and 75% (\$30,000.00) to the California Labor and Workforce Development Agency

1 (the “LWDA”); and (f) a Class Representative Service Payment of up to \$10,000.00 to Plaintiff.

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, Class Counsel’s attorneys’ fees and costs, the PAGA Penalties, and the Class  
14 Representative Service Payment should be finally approved as fair, reasonable, and adequate as  
15 to the members of the Class is hereby set in accordance with the Implementation Schedule set  
16 forth below.

17         5.         The Court provisionally certifies, for settlement purposes only, the following class  
18 (the “Settlement Class”): All persons employed by Defendant in California and classified as non-  
19 exempt employees who worked for Defendant during the Class Period. The “Class Period” is  
20 September 26, 2018, to May 12, 2025. Excluded from the Settlement Class are all Class Members  
21 who submit a valid and timely request for exclusion from the Settlement pursuant to the  
22 instructions provided in the Class Notice.

23         6.         Release of Claims. Effective on the date when Defendant fully funds all amounts owed  
24 under the Settlement, Plaintiff, Participating Class Members, and Aggrieved Employees release all claims  
25 against the Released Parties as follows (Settlement, ¶ 5.):

26         a.         Released Parties. “Released Parties” means: Defendant and each of its former, and  
27 present owners, parents, subsidiaries, and affiliates, and all of its current, and former, officers,  
28 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,

agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (*Id.* at ¶ 1.40.)

b. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.1.)

1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.2.)

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 including, e.g., any and all claims involving: (1) any alleged failure to pay minimum wages (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

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

10 d. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on  
11 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,  
12 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that  
13 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the  
14 Operative Complaint and the PAGA Notice including, e.g., any and all claims for PAGA penalties  
15 pursuant to Labor Code sections 203, 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with any  
16 and all allegations of Labor Code and/or IWC Wage Order violations involving: (1) any alleged failure  
17 to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to provide  
18 compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide compliant  
19 rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse necessary  
20 business expenses; (6) any alleged failure to pay wages due upon separation; and (7) any alleged failure  
21 to provide compliant accurate itemized wage statements. (*Id.* at ¶ 5.3.)

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

24 8. The Court finds, for settlement purposes only, that the Settlement Class meets the  
25 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
26 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and  
27 fact that are common, or of general interest, to all Settlement Class Members, which predominate  
28 over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class



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

4 9. The Court appoints, for settlement purposes only, Plaintiff as the Class  
5 Representative. The Court approves, on a preliminary basis, payment of a Class Representative  
6 Service Payment from the Gross Settlement Amount of up to \$10,000.00 to Plaintiff, in addition  
7 to the amount Plaintiff is eligible to receive as a Class Member, for his contributions and  
8 participation in the litigation, for the risks and duties attendant to his role as the Class  
9 Representative, and for his general release of claims, both known and unknown, and waiver of  
10 section 1542 rights. To the extent the final amount awarded is less than the amount requested, the  
11 remainder will be retained in the Net Settlement Amount for distribution to Participating Class  
12 Members.

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

19 11. The Court appoints ILYM Group, Inc. as the Administrator with payment from the  
20 Gross Settlement Amount for reasonable administration costs not to exceed \$15,000.00, except  
21 upon a showing of good cause and as approved by the Court. To the extent administration costs  
22 are less, the remainder will be retained in the Net Settlement Amount for distribution to  
23 Participating Class Members. The Administrator shall perform services and duties as provided for  
24 in the Settlement Agreement, including, but not limited to, mailing the Class Notice via first-class  
25 U.S. Mail. Class Members shall not be required to submit a claim form in order to receive  
26 individual settlement payments.

27 12. The Court approves, as to form and content, the Class Notice attached to the  
28 Settlement Agreement as Exhibit A. The Court finds, on a preliminary basis, that the plan for

1 distribution of the Class Notice satisfies due process, provides the best notice practicable under  
2 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

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

6 14. The Court orders the following Implementation Schedule:

7 Defendant to provide the Administrator 8 with the Class Data	Within 15 calendar days after preliminary approval is granted
9 Administrator to mail the Class Notice	Within 14 calendar days after receiving 10 the Class Data
11 Response and Opt-Out Deadline	Within 60 calendar days after mailing 12 (plus 14 calendar days for any re-mailed Notices)
13 Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing:
14 Final Approval Hearing	11/14/25 10:15am

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

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

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

6  
7 **IT IS SO ORDERED.**

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10 DATED: 7/18/25



The Honorable Wendy M. Behan  
Judge of the Superior Court, San Diego County