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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ORANGE

11  
12 MANUEL GODOY, individually, and on  
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 INTERTRADE INDUSTRIES, LTD., a  
16 California corporation; and DOES 1 through 10,  
17 inclusive,

18 Defendants

Case No.: 30-2020-01151921-CU-OE-CXC

CLASS ACTION

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

Date: January 21, 2022  
Time: 10:00 a.m.  
Courtroom: Dept. CX105  
Judge: Hon. Randall J. Sherman

Action Filed: July 17, 2020  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff MANUEL GODOY (“Plaintiff”) and Defendant INTERTRADE INDUSTRIES, LTD.  
3 (“Defendant”) have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for preliminary approval of a class action settlement of the claims  
5 asserted against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS  
6 ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff’s Motion for  
7 Preliminary Approval of Class Action Settlement [“Leviant Decl.”], at Exh. 1). The JOINT  
8 STIPULATION OF CLASS ACTION SETTLEMENT, as amended with a filing date of December 16,  
9 2021, is referred to herein as the “Agreement” or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and having  
11 heard any argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court preliminarily finds that the terms of the proposed class action Settlement are  
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting  
14 preliminary approval of the class action settlement the Court has considered the factors identified in  
15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*  
16 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court preliminarily finds that it appears that the Settlement has been reached as a  
18 result of intensive, serious and non-collusive arms-length negotiations. The Court further preliminarily  
19 finds that it appears that the parties have conducted thorough investigation and research, and the  
20 attorneys for the parties are able to reasonably evaluate their respective positions. The Court also  
21 preliminarily finds that settlement at this time will avoid additional substantial costs, as well as avoid  
22 the delay and risks that would be presented by the further prosecution of the action. The Court  
23 preliminarily finds that the risks of further prosecution are substantial.

24 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for  
25 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears  
26 to be presumptively valid, subject ~~only~~ to any objections that may be raised at the final approval  
27 hearing. The Settlement Class meets the requirements for conditional certification for settlement  
28

1 purposes only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the  
2 members of the proposed settlement Class of the terms of the proposed settlement.

3 4. The parties' proposed notice plan is constitutionally sound because individual notices  
4 will be mailed to all Class Members whose identities are known to the parties, and such notice is the  
5 best notice practicable. The parties' proposed Class Notice, attached to the Settlement as Exhibit A, as  
6 amended, is sufficient to inform Class Members of the terms of the Settlement, their rights under the  
7 settlement, their rights to object to the Settlement, their right to receive a payment under the settlement  
8 or elect not to participate in the settlement, and the processes for doing so, and the date and location of  
9 the final approval hearing and are therefore approved.

10 5. The following persons are certified as Class Members solely for the purpose of entering  
11 a settlement in this matter:

12 All individuals employed by Defendants in California and classified as "non-  
13 exempt" at any time during the Class Period (the "Class Period" is July 17, 2016  
14 through the date upon which the Court grants preliminary approval of this Settlement,  
or January 1, 2022, whichever is earlier). (Settlement, ¶¶ 3-4.)

15 6. Plaintiff MANUEL GODOY is appointed as the Class Representative. The Court finds  
16 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and  
17 have no conflicts of interest with absent Settlement Class Members, and that they adequately  
18 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and  
19 Lilit Tunyan of Moon & Yang, APC, are appointed Class Counsel.

20 7. The Court appoints Phoenix Settlement Administrators to act as the Settlement  
21 Administrator, pursuant to the terms set forth in the Agreement.

22 8. Defendant is directed to provide the Settlement Administrator the names and most  
23 recent known mailing addresses of Class Members and any other information required in accordance  
24 with the Agreement (the "Class List"), no later than 15 calendar days after entry of this Order, ~~which~~  
25 ~~deadline is estimated to be December 18, 2021.~~ (Settlement, ¶ 32(a).)

26 9. The Settlement Administrator is directed to mail the approved Class Notice by first-  
27 class mail to the Class Members in accordance with the Agreement, no later than 14 calendar days after  
28

1 receipt of the Class List, ~~which deadline, due to the holiday, is estimated to be January 3, 2021.~~

2 (Settlement, ¶ 32(b).)

3 10. Class Members will be bound by the Agreement unless they submit a timely and valid  
4 written request to be excluded from the Settlement, postmarked no later than 60 days following mailing  
5 of the Notice, or as possibly extended up to 14 additional days by operation of Paragraph 7 of the  
6 Settlement for certain re-mailed Notices.

7 11. Any request for exclusion shall be submitted to the Settlement Administrator rather than  
8 filed with the Court. Class members are not required to send copies of their Exclusion request to  
9 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration  
10 authenticating a copy of every Exclusion request received by the Administrator.

11 12. A final approval hearing will be held on **June 24, 2022**, at 10:00 a.m., in Department  
12 CX105, to determine whether the settlement should be granted final approval as fair, reasonable, and  
13 adequate as to the Class Members. At that time, the Court will hear all evidence and arguments  
14 necessary to evaluate the Settlement. Class Members and their counsel may support or oppose the  
15 Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice and this  
16 Order. The final approval hearing may be conducted telephonically, based upon prevailing conditions  
17 related to the COVID-19 pandemic at that time.

18 13. Plaintiff shall file a Motion for Final Approval, including any request for an award of  
19 fees, costs, and an Enhancement Award to Plaintiff, no later than 16 calendar days prior to the final  
20 approval hearing. In conjunction with the filing of the final approval motion, a declaration from the  
21 Settlement Administrator on the outcome of the notice process shall be filed with the Court. At that  
22 time, the Parties shall also file responses to any written objections received by the Settlement  
23 Administrator by the Response Deadline.

24 14. As set forth in the Notice, any Class Member may appear at the final approval hearing  
25 in person (which “in person” appearance may be telephonic, as noted above) or by his or her own  
26 attorney and show cause why the Court should not approve the settlement, or object to the motion for  
27 awards of the Class Representative Enhancement Payment and Attorney’s Fees and Costs. For any  
28 written comments or objections to be considered at the hearing, the Class Member must submit a

1 written objection in accordance with the deadlines set forth in the Class Notice, or as otherwise  
2 permitted by the Court.

3 15. Any written objection shall be submitted to the Settlement Administrator rather than  
4 filed with the Court. Class Members are not required to send copies of written objections to counsel.  
5 The Settlement Administrator shall file, or provide to Counsel for filing, a declaration authenticating a  
6 copy of every written Objection received by the Administrator.

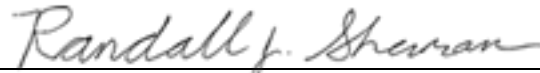
7 16. The Court reserves the right to continue the date of the final approval hearing without  
8 further notice to Class Members.

9 17. Class Counsel shall give notice to any objecting party of any continuance of the hearing  
10 of the motion for final approval.

11 18. The Court retains jurisdiction to consider all further applications arising out of or in  
12 connection with the settlement.

13  
14 **IT IS SO ORDERED.**

15  
16 Dated: **January 21, 2022**

17 

18 \_\_\_\_\_  
19 Hon. Randall J. Sherman  
20 ORANGE COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party  
4 to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING**  
6 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action  
7 by sending  the original [or]  a true copy thereof  to interested parties as follows [or]  as stated on the  
8 attached service list:

9 Kenneth J. Rose  
10 Robert H. Rose  
11 THE ROSE GROUP, APLC  
12 9747 Businesspark Ave., Suite 213  
13 San Diego, CA 92131  
14 krose@rosegroup.us  
15 rrose@rosegroup.us  
16 Attorneys for Defendant Intertrade Industries, LTD

17 *Counsel for Defendant*

18  **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in  
19 the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s  
20 practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes  
21 are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage  
22 thereon fully prepaid at Los Angeles, California.

23  **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail  
24 delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this  
25 action.

26  **BY ELECTRONIC SERVICE:** Pursuant to the Court’s Order directing Electronic Service, the  
27 above-named document(s) has (have) been electronically served on counsel of record by an approved  
28 electronic service provider. The transmission of these documents was reported complete and a copy of  
the service confirmation will be maintained, along with the original document(s) and proof of service in  
our office.

**BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the  
offices of the addressee(s) named herein.

**BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and  
processing correspondence for overnight delivery. Under that practice, overnight packages are  
enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are  
picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
correct. Executed this **October 19, 2021**, at Los Angeles, California.

26 \_\_\_\_\_  
27 H. Scott Leviant  
28 Type or Print Name

**H**

\_\_\_\_\_  
Signature