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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ORANGE

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

14 Plaintiff,

15 vs.

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

19 Defendants

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

CLASS ACTION

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

Date: September 2, 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 final approval of a class action settlement of the claims asserted  
5 against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION  
6 SETTLEMENT, as amended by the FIRST AMENDMENT TO JOINT STIPULATION OF CLASS  
7 ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant in Support of Plaintiff’s Motion for Final  
8 Approval of Class Action Settlement [“Leviant Decl.”], at Exhs. 1 and 2). The JOINT STIPULATION  
9 OF CLASS ACTION SETTLEMENT, as amended by the FIRST AMENDMENT TO JOINT  
10 STIPULATION OF CLASS ACTION SETTLEMENT, is referred to herein as the “Agreement” or  
11 “Settlement.”

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

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

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

25 3. The parties’ Settlement is granted final approval. The Court has considered all relevant  
26 factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in  
27 favor of granting final approval. In particular, the Court finds that the Settlement was reached following  
28 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of

1 serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of  
2 the settlement are in all respects fair, adequate, and reasonable. The Class meets the requirements for  
3 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

4 4. The Class Notice provided to the Class complied with the requirements of Code of Civil  
5 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States  
6 Constitutions, and any other applicable law, and constituted the best notice practicable under the  
7 circumstances, by providing individual notice to all Class Members who could be identified through  
8 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set  
9 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements  
10 of due process.

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

13 All individuals employed by Defendants in California and classified as “non-  
14 exempt” at any time during the Class Period (the “Class Period” is July 17, 2016  
through January 1, 2022). (Settlement, ¶¶ 3-4.)

15 6. The Court also defines the following “PAGA Employees” impacted by the proposed  
16 settlement of PAGA claims:

17 All Class Members that worked at any time during the PAGA Period (the  
18 “PAGA Period” means the period between July 17, 2019 through January 21, 2022).  
19 (Settlement, ¶¶ 10-11.)

20 7. Plaintiff MANUEL GODOY is appointed as the Class Representative. The Court finds  
21 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and  
22 have no conflicts of interest with absent Class Members, and that they adequately represented the  
23 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam  
24 Ghazaryan of Moon & Yang, APC, are appointed Class Counsel.

25 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement  
26 Administrator, pursuant to the terms set forth in the Agreement.

27 9. No Class Members timely requested exclusion from the Class. All Class Members are  
28 Settlement Class Members, bound by the Final Approval Order and Judgment in the Action.

1           10.     Upon entry of this Final Approval Order and the subsequent Judgment, funding of the  
2 Settlement and compensation to the Settlement Class Members and PAGA Employees shall be  
3 implemented pursuant to the terms of the Settlement.

4           11.     In addition to any recovery that Plaintiff may receive under the Settlement as a  
5 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and  
6 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement  
7 awards to Plaintiff Jose MANUEL GODOY in the amount of ~~\$7,500~~ \$5,000.

8           12.     The Court approves the payment of attorneys' fees to Class Counsel in the amount of  
9 **\$150,000.00** to Moon & Yang, APC. Litigation expenses are approved by the Court in the amount of  
10 **\$11,028.25** to Moon & Yang, APC.

11          13.     The Court approves and orders payment in the amount of **\$8,000.00** to Phoenix  
12 Settlement Administrators for its services as the Settlement Administrator, as set forth in the Notice to  
13 the Class.

14          14.     Upon completion of administration of the Settlement, the Parties shall file a declaration  
15 stating that all amounts payable under the Settlement have been paid and that the terms of the  
16 Settlement have been completed.

17          15.     The Court sets a ~~non-appearance~~ case review regarding compliance with all fund  
18 distribution requirements under the Settlement for June 2, 2023 at 10:00 a.m. in Dept. CX105 of the  
19 above-entitled Court. A Final Report, including any declaration from the Settlement Administrator  
20 regarding compliance, shall be filed with the Court no later than May 17, 2023.

21          16.     The Court approves and orders payment in the amount of **\$45,000.00** to the Labor and  
22 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
23 General Act of 2004 (Labor Code § 2698 *et seq.*).

24          17.     Once Defendant fully funds the Settlement by paying all amounts due under the  
25 Settlement, Plaintiff and the Settlement Class Members, shall have, by operation of this Final Approval  
26 Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged  
27 Defendant from the Released Claims, described in the Settlement and as follows:

28           Upon the final approval by the Court of this Settlement and Defendant's payment of all

1 sums due pursuant to this Settlement, and except as to such rights or claims as may be  
2 created by this Settlement, the Class Representatives, the Class and each Class Member  
3 who has not submitted a valid and timely request for exclusion as to claims other than  
4 the PAGA claim, will release claims as follows:

5 (a) Identity of Released Parties. The released parties are Defendant, and each of  
6 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,  
7 subsidiaries, brother and sister corporations, divisions, related companies, successors  
8 and predecessors, and current and former employees, attorneys, officers, directors,  
9 shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,  
10 executors, partners, privies, agents, servants, insurers, representatives, administrators,  
11 employee benefit plans, and assigns of said entities (collectively "Releasees").

12 (b) Date Release Becomes Effective. The Released Claims will be released upon  
13 the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's  
14 obligation to provide to the Settlement Administrator a sum in the amount required to  
15 satisfy all required payments and distributions pursuant to this Settlement and the Order  
16 and Judgment of final approval. Class Members will not release the Released Claims or  
17 Released PAGA Claims until both the Effective Date of the Settlement has occurred,  
18 and Defendant has paid all amounts owing under the Settlement.

19 (c) Claims Released by Settlement Class Members. Each and every Class Member,  
20 on behalf of himself or herself and his or her heirs and assigns, unless he or she has  
21 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-  
22 out from the release of Released PAGA Claims), hereby releases Releasees from the  
23 following claims for the entire Class Period:

24 1) any and all claims stated in the Complaint, or that could have been stated based  
25 on the facts alleged in the Complaint, implicitly or explicitly, including but not limited  
26 to state wage and hour claims (including all claims under the California Labor Code and  
27 Industrial Welfare Commission Wage Orders) for unpaid wages, minimum wage,  
28 overtime, meal periods, rest periods, wage statement violations, interest, penalties, and  
attorneys' fees, waiting time penalties, withholding from wages and the related  
provisions of the Labor Code including but not limited to Labor Code §§ 201-204, 210,  
216, 218.6, 226, 226.3, 226.7, 246, 510, 512, 516, 512.5, 558, 1174, 1182.12, 1194,  
1194.2, 1197, 1198, 2802, 2804, 2810.5, derivative claims under California Business &  
Professions Code §§ 17200 et seq., and all claims under the governing Wage Order  
("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the signing and  
negotiation of that check shall serve as the Class Member's consent to join the action  
for purposes of releasing claims arising under the Fair Labor Standards Act that are  
related to the claims stated in the Complaint, implicitly or explicitly; and,

3) in addition, as to all Class Members employed during the Released PAGA  
Claims Period, whether requesting exclusion from the Settlement or not, claims arising  
under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the  
extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA  
(Exhibit B [to the Agreement]) and the Complaint in this matter (i.e., the Released  
PAGA Claims).

18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice  
of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for

1 90 days on the Settlement Administrator’s website and to the LWDA, pursuant to Labor Code §  
2 2699(1)(3).

3 19. The Court retains jurisdiction to consider all further applications arising out of or in  
4 connection with the settlement.

5  
6 **IT IS SO ORDERED.**

7  
8 **Dated: September 2, 2022**



Hon. Randall J. Sherman  
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 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [  
7 ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached  
8 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 **June 1, 2022**, at Los Angeles, California.

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



\_\_\_\_\_  
Signature