

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff GASPAR ZARAGOZA

(Additional counsel on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VALENTIN LOPEZ and GASPAR
ZARAGOZA, individually, and on behalf all
others similarly situated,

Plaintiffs,

vs.

NEW STAR F INC. d/b/a NORTHERN CAFE, a
California corporation; JIANG & YAN
CORPORATION, a California corporation;
NORTHERN CAFE RESTAURANT INC., a
California corporation; WLY ENTERPRISE
INC., a California corporation; ZYJ CORP., a
California corporation; YZRJ CORP. a California
corporation; THE BOWL RESTAURANT INC.,
a California corporation; NORTHERN CAFE
DUMPLING HOUSE & BAR LLC, a California
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV04625
Consolidated with Case No. 20STCV28150

[Hon. David S. Cunningham, Dept. 11]

CLASS ACTION

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

Date: July 17, 2024
Time: 10:00 a.m.
Courtroom: Dept. 11
Judge: Hon. David S. Cunningham

Action Filed: February 5, 2020
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles
07/17/2024
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

1 **DAILY ALJIAN LLP**

Justin E. D. Daily (State Bar No. 209772)

2 *jd@dallp.com*

Reed Aljian (State Bar No. 211010)

3 *ra@dallp.com*

Simon Kwak (State Bar No. 297362)

4 *sk@dallp.com*

100 Bayview Circle, Suite 5500

5 Newport Beach, CA 92660

Telephone: 949.861.2524

6 Facsimile: 949.269.6364

7 **LAW OFFICE OF DANIEL J. HYUN**

Daniel J. Hyun (State Bar No. 309184)

8 *dh@danielhyunlaw.com*

1100 West Town and Country Road, Suite 1250

9 Orange, CA 92868

Telephone: 949.590.4122

10 Facsimile: 949.528.2596

11 Attorneys for Plaintiff Gaspar Zaragoza

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

2 This matter came on for hearing on July 17, 2024, upon Plaintiff's Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement" or "Settlement"). (*See*
5 Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and
6 Representative Action Settlement ["Leviant Decl."], at Exh. 1, filed on June 24, 2024.)

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

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

18 3. The Parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered the
20 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
21 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
22 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
23 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
24 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
25 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

28 4. The Class Notice provided to the Settlement Class conforms with the requirements of

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

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

All hourly and non-exempt employees currently or formerly employed by Defendants in the State of California at any time during the Class Period (the “Class Period” is February 5, 2016 to July 19, 2023). (Settlement, ¶ 1.5, 1.13.) “Participating Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶ 1.37)

No Class Members requested exclusion from the Class. All Class Members are Participating Class Members and are bound by the Final Approval Order and Judgment in the Action.

6. Plaintiff GASPAR ZARAGOZA (“Plaintiff”) is appointed as the Class Representative. The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam Ghazaryan, of Moon Law Group, PC, Justin E. D. Daily, Reed Aljian, and Simon Kwak, of Daily Aljian LLP, and Daniel J. Hyun, of the Law Office of Daniel J. Hyun, are appointed Class Counsel.

7. All Class Members who worked at any time between January 31, 2019 and July 19, 2023 are “Aggrieved Employees” for purposes of distributing the \$30,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive a share of the \$30,000.00, irrespective of whether they are Participating Class Members.

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

9. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and

1 this Final Approval Order.

2 10. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
3 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
4 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
5 \$5000
~~\$10,000.00~~.

6 11. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
7 of \$209,666.66 to be distributed as follows: \$69,888.89 (one-third) Moon Law Group, PC and
8 \$139,777.77 (two-thirds) to Daily Aljian LLP and the Law Office of Daniel J. Hyun. Litigation expenses
9 in the amount of \$29,913.48 to Class Counsel are approved by the Court and shall be distributed as
10 follows: to \$12,557.63 Moon Law Group, PC, \$15,370.85 to Daily Aljian LLP, and \$1,985.00 to the
11 Law Office of Daniel J. Hyun.

12 12. The Court approves and orders payment in the amount of \$12,500.00 to Phoenix
13 Settlement Administrators, for performance of its services as the Settlement Administrator.

14 13. 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 Settlement
16 have been completed.

17 14. The Court sets a non-appearance case review regarding compliance with all fund
18 distribution requirements under the Settlement for June 16, 2025, at 8:30 am, in
19 Dept. 11 of the above-entitled Court. A Final Report, including any declaration from the Settlement
20 Administrator regarding compliance, shall be filed with the Court no later than
21 June 9, 2025.

22 15. The Court approves and orders payment in the amount of \$22,500.00 to the Labor and
23 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
24 General Act of 2004 (Labor Code § 2698 *et seq.*).

25 16. Once Defendants NEW STAR F INC. d/b/a NORTHERN CAFE, JIANG & YAN
26 CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP.,
27 YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE &
28 BAR LLC (collectively, "Defendants") fully fund the Settlement by paying all amounts due under the

1 Settlement, the Class Representative and each Putative Class Member will release Class claims as
2 follows:

3 All Participating Class Members, on behalf of themselves and their respective former and
4 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
5 release Released Parties from (i) all claims that were alleged, or reasonably could have
6 been alleged, based on the Class Period facts stated in the Operative Complaint and
7 ascertained in the course of the Action including all claims for unpaid wages, including
8 but not limited to, failure to pay minimum wages, straight time compensation, overtime,
9 and double time compensation, and interest; failure to timely pay regular and final wages;
10 failure to provide meal and rest periods or provide premium pay; failure to provide
11 accurate itemized wage statements; failure to keep accurate records of wages paid and
hours worked; declaratory relief; unfair business practices; statutory and other penalties,
including recordkeeping penalties, wage statement penalties, minimum-wage penalties,
and waiting-time penalties; and attorneys' fees and costs . . . Participating Class Members
do not release any other claims, including claims for vested benefits, wrongful
termination, violation of the Fair Employment and Housing Act, unemployment
insurance, disability, social security, workers' compensation, or claims based on facts
occurring outside the Class Period.

12 17. Once Defendants fully fund the Settlement by paying all amounts due under the
13 Settlement, the Aggrieved Employees will release PAGA claims as follows:

14 All Class Members who are Aggrieved Employees are deemed to release, on behalf of
15 themselves and their respective former and present representatives, agents, attorneys,
16 heirs, administrators, successors, and assigns, the Released Parties from all claims for
17 PAGA penalties during the PAGA Period that were alleged, or reasonably could have
18 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice
19 and ascertained in the course of the Action including, any and all claims for PAGA
Penalties involving any alleged unpaid wages, including but not limited to failure to pay
minimum wages, straight time compensation, overtime, and double time compensation;
failure to timely pay regular and final wages; failure to provide meal and rest periods or
provide premium pay; failure to provide accurate itemized wage statements; failure to
keep accurate records of wages paid and hours worked; and attorneys' fees and costs.

20 18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
21 pursuant to Labor Code § 2699(1)(3).

22 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
23 in the Settlement Agreement.

24 20. The Court retains jurisdiction to consider all further applications arising out of or in
25 connection with the settlement.

26 21. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall
27 give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by
28 posting it on its website.

1
2 **IT IS SO ORDERED.**

3
4 Dated: 07/17/2024

5 
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Hon. David S. Cunningham
LOS ANGELES SUPERIOR COURT JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

Atkinson, Andelson, Loya, Rudd & Romo
Scott Dauscher, Esq. (sdauscher@aallrr.com)
Lauren Gafa, Esq. (lauren.gafa@aallrr.com)
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Phone: (562) 653-3200
Fax: (562) 653-3333

Attorneys for Defendants

☒ **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. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 24, 2024** at Los Angeles, California.

H. Scott Leviant

Type or Print Name



Signature