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FILED
Superior Court of California
County of Los Angeles

JUL 29 2025

David W. Slayton, Executive Officer/Clerk of Court
By: A. Bojorquez, Deputy

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

JUVENTINO ARCHILA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LABORNOW, INC., a Massachusetts corporation;
NISSIN FOODS (U.S.A.) COMPANY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV21816

CLASS AND REPRESENTATIVE ACTION

[Hon. Maureen Duffy-Lewis, Dept. 38]

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

[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval of Class and PAGA
Action Settlement, and the Declarations of Kane
Moon, Plaintiff Juventino Archila, and
Declaration of Jarrod Salinas in Support of
Motion]

FINAL APPROVAL HEARING:

Date: June 13, 2025

Time: 9:30 a.m.

Dept.: 38

Action Filed: June 9, 2021

Trial Date: Not set

1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On January 17, 2025, the Court entered an Order Granting Preliminary Approval of Class
4 and PAGA Action Settlement, which granted conditional class certification and approval of the
5 Notice (the "Preliminary Approval Order"), thereby preliminary approving a settlement of the
6 above-entitled action (the "Action") that was reached between Plaintiff Juventino Archila
7 ("Plaintiff") and Defendants Labornow, Inc. and Nissin Foods (U.S.A) Company, Inc.
8 ("Defencants") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class and
9 PAGA Action Settlement Agreement (the "Settlement"). The Court now has before it an order and
10 judgment granting final approval of the Settlement ("Final Approval Order and Judgment").

11 Due and adequate notice having been given to Class Members, and the Court having
12 reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class and
13 PAGA Action Settlement, the supporting declarations and exhibits thereto, all other papers filed
14 and proceedings had hereto, the record of this Action, and any oral argument, and good cause
15 appearing, **COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. The Court, for purposes of this Final Approval Order and Judgment, incorporates
17 and refers to all terms and definitions as set forth in the Settlement and confirmed below.

18 2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement,
19 including a motion for payment of Attorneys' Fees, Litigation Costs, Class Representative Service
20 Payment, Settlement Administration Costs, and the civil penalties pursuant to the Private
21 Attorneys General Act ("PAGA"), and whether the Settlement should be finally approved as fair,
22 reasonable, and adequate as to Class Members, came before Department 38 of this Court, the
23 Honorable Maureen Duffy-Lewis presiding, on June 13, 2025.

24 3. The Court finds that the Settlement appears to have been made and entered into in
25 good faith, the terms of which are fair, reasonable, and adequate; was reached following
26 meaningful discovery and investigation conducted by Plaintiff and his counsel of record ("Class
27 Counsel"); is the result of serious, informed, adversarial, and arm's-length negotiations between
28 the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has

1 considered all the evidence presented, including evidence regarding the strength of Plaintiff's
2 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
3 litigation; the settlement amount offered; the extent of investigation and discovery completed; and
4 the experience and views of Class Counsel. The Court has further considered the absence of any
5 objections to and requests for exclusion from the Settlement. Accordingly, the Court hereby
6 **GRANTS** Plaintiff's Motion for Final Approval and **ORDERS** judgment to be entered in accordance
7 with the terms herein ("Final Judgment").

8 4. The Court certifies, for settlement purposes only, the following Class or Class
9 Members: All current and former non-exempt employees of Defendants who worked for
10 Defendants in the State of California during the Class Period. The "Class Period" means the period
11 from January 8, 2022, through September 1, 2023. Excluded from the Class are all persons who
12 submit a valid and timely Request for Exclusion.

13 5. PAGA Members or Aggrieved Employees are defined as follows: All current and
14 former non-exempt employees of Defendants who worked for Defendants in the State of California
15 during the PAGA Period. The "PAGA Period" is the period January 8, 2022, through September
16 1, 2023.

17 6. The deadline to request exclusion from or to submit written objections to the
18 Settlement was April 29, 2025. No Requests for Exclusion were received by the Settlement
19 Administrator. All Class Members who did not request exclusion from the Settlement had an
20 opportunity to object to the Settlement. No written objections were received by the Settlement
21 Administrator.

22 7. The Court-approved Notice of Class Action Settlement (the "Class Notice"), which
23 was provided to the Class pursuant to the plan for distribution described under the Settlement,
24 conformed with the requirements of California Rules of Court 3.766 and 3.769, and constituted
25 the best notice practicable under the circumstances, by providing individual and adequate notice
26 of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully
27 satisfied the requirements of due process and provided the Class Members with adequate
28 instructions and a variety of means to obtain additional information.

1 8. The Court finds that a full opportunity has been afforded to Class Members to
2 object to the Settlement and participate in the Final Approval Hearing, and all Class Members and
3 other persons wishing to be heard have been heard and/or had an opportunity to be heard. Class
4 Members have had a full and fair opportunity to exclude themselves from the Settlement or object
5 to the Settlement. Accordingly, the Court determines that all Class Members who did not request
6 exclusion from the Settlement ("Participating Class Members") are bound by this Final Approval
7 Order and Judgment.

8 9. Plaintiff, Participating Class Members, and PAGA Group Members will release
9 claims against all Released Parties as follows:

10 a. "Released Parties" means Defendants and all related companies, subsidiaries,
11 owners, shareholders, members, agents (including, without limitation, any
12 investment bankers, accountants, insurers, reinsurers, attorneys and any past,
13 present or future officers, directors and employees) predecessors, successors, and
14 assigns.

15 b. Release by Participating Class Members. All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives,
17 agents, attorneys, heirs, administrators, successors, and assigns, release Released
18 Parties from all claims that were alleged, or reasonably could have been alleged,
19 based on the Class Period facts stated in the Operative Complaint and ascertained
20 in the course of the Action, including but not limited to unpaid wages, overtime,
21 missed meal and rest periods, waiting time penalties, wages not timely paid during
22 employment, payroll stub violations, and failure to keep requisite payroll records
23 ("Released Class Claims"). Participating Class Members do not release any other
24 claims, including claims for vested benefits, wrongful termination, violation of the
25 Fair Employment and Housing Act, unemployment insurance, social security,
26 workers' compensation, or claims based on facts occurring outside the Class
27 Period.

28 c. Release by PAGA Members. All PAGA Members are deemed to release, on behalf

of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and Plaintiff's PAGA notice to the LWDA ("Released PAGA Claims"). These include claims for unpaid wages, overtime, missed meal and rest periods, waiting time penalties, wages not timely paid during employment, payroll stub violations, and failure to keep requisite payroll records. All PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

d. 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 all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under Paragraph 6.3 of the Settlement ("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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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.

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

1 the California Civil Code, which reads: "A general release does not extend
2 to claims that the creditor or releasing party does not know or suspect to
3 exist in his or her favor at the time of executing the release and that, if
4 known by him or her, would have materially affected his or her settlement
5 with the debtor or released party."

6 10. The Parties shall bear their own respective attorneys' fees and costs, except as
7 otherwise provided for in the Settlement and approved by the Court.

8 11. The Court finds that the Net Settlement Amount of \$242,748.20 and the
9 methodology used to calculate Individual Class Payments to Participating Class Members and
10 Individual PAGA Payments to PAGA Members are fair and reasonable. The Court thus authorizes
11 the Settlement Administrator to pay settlement allocations in accordance with the terms of the
12 Settlement. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to
13 the Settlement Administrator no later than fourteen (14) calendar days after the Effective Date (as
14 that term is defined in the Settlement).

15 12. Payment of Individual Class Payments and Individual PAGA Payments shall be
16 sent by the Settlement Administrator via First Class U.S. Mail within fourteen (14) calendar days
17 after Defendants fund the Gross Settlement Amount. Payment to Class Counsel for its attorneys'
18 fees and costs will be due within fourteen (14) calendar days after Defendants fund the Gross
19 Settlement Amount. Checks shall be valid for 180 calendar days from the date of mailing, and the
20 face of each check shall prominently state the date when the check will be voided. Class Members
21 who do not cash their settlement checks within 180 calendar days after mailing by the Settlement
22 Administrator shall still be bound by the Settlement and the release of claims provided therein. It
23 shall be presumed that each Class Member received his, her, or their Individual Class Payment
24 (and Individual PAGA Payment, if applicable) on the date the payment was deposited in the United
25 States mail, unless the payment is returned to the Settlement Administrator by the void deadline.
26 Any check returned by the post office with a forwarding address will be re-mailed within seven
27 (7) calendar days by the Settlement Administrator to that forwarding address via First Class U.S.
28 Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to

1 determine the correct address using all reasonably available sources, methods, and means,
2 including, but not limited to, the "National Change of Address Database", skip traces, and direct
3 contact by the Settlement Administrator with Participating Class Members, and it shall then
4 perform a re-mailing within seven (7) calendar days of receiving a returned check.

5 13. A total amount of \$40,000.00 shall be allocated from the Gross Settlement Amount
6 to resolution of claims under PAGA and distributed as follows: 25% (\$10,000.00) to PAGA
7 Members and 75% (\$30,000.00) to the California Labor and Workforce Development Agency
8 ("LWDA").

9 14. The Court confirms the appointment of Plaintiff Juventino Archila as the Class
10 Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible
11 to receive under the Settlement as a Class Member, the Court approves and orders a Class
12 Representative Service Payment to Plaintiff in the amount of \$7,500.00 from the Gross Settlement
13 Amount for his role and service as the Class Representative, for the risks and work attendant to
14 that role, and for his general release of claims, both known and unknown, and waiver of section
15 1542 rights.

16 15. The Court confirms the appointment of Moon Law Group, PC as Class Counsel,
17 for settlement purposes only, as they are experienced in wage and hour class action litigation, have
18 no apparent conflicts of interest with Plaintiff or other Class Members, and have adequately
19 represented Class interests. The Court approves and orders the payments to Class Counsel from
20 the Gross Settlement Amount in \$179,481.23 for reasonable attorneys' fees, which is
21 approximately one-third of the Gross Settlement Amount, and \$28,074.07 for reimbursement of
22 litigation costs actually incurred. The Court finds that these amounts are reasonable considering
23 the benefits provided to the Class.

24 16. The Court confirms the appointment of Phoenix Settlement Administrators as the
25 Settlement Administrator, who has fulfilled its initial notice and reporting duties. The Court
26 approves and orders the payment to the Settlement Administrator in the amount of \$15,000.00
27 from the Gross Settlement Amount for its services and costs of administering the Settlement.

28 17. Pursuant to California Code of Civil Procedure section 384, following the

1 expiration of the 180-day Check Cashing Deadline, should there be any uncashed checks, the
2 Settlement Administrator shall transmit those amounts to the California Controller's Unclaimed
3 Property Fund in the name of each Participating Class Member and/or PAGA Member who failed
4 to cash their individual check prior to the void date.

5 18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
6 Order and Judgment shall be given to the Class by the Settlement Administrator, who shall post a
7 copy of this Final Approval Order and Judgment on its website, the address of which was provided
8 to Class Members in the Class Notice.

9 19. This Final Approval Order and Judgment is intended to be a final disposition of the
10 Action in its entirety and is intended to be immediately appealable.

11 20. The obligations set forth in the Settlement are deemed part of this Final Approval
12 Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms
13 and provisions.

14 21. Following entry of this Final Approval Order and Judgment, and without affecting
15 the finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule
16 3.769(h), the Court shall retain continuing jurisdiction over the Action and the Settlement, solely for
17 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and
18 (iii) addressing such post-Judgment matters may be appropriate under court rules or applicable
19 law.

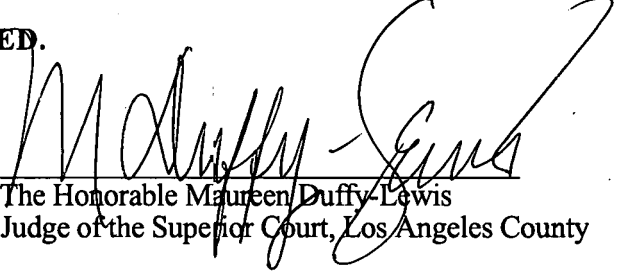
20 22. The Settlement is finally approved but is not an admission by Defendants of the
21 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of law.
22 The Parties agree that neither Settlement nor any related document shall be offered or received in
23 evidence in any civil, criminal, or administrative action or proceeding other than such proceedings
24 as may be necessary to consummate or enforce the Settlement.

25 23. The Court sets a Compliance Hearing re: Disbursement for 12/4/25,
26 9:30 a.m. in Department 38. Class Counsel are ordered to file a final report and declaration by
27 the Settlement Administrator regarding settlement distribution no later than five (5) court days prior
28 to the Compliance Hearing. No appearance is required at the Compliance Hearing if the Settlement

1 Administrator's declaration that all distributions under the Settlement are complete is timely filed.

2 **IT IS SO ORDERED AND ADJUDGED.**

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4 DATED: 7-29-25


The Honorable Maureen Duffy-Lewis
Judge of the Superior Court, Los Angeles County

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