

Kane Moon (SBN 249834)
 E-mail: kmoon@moonlawgroup.com
 Allen Feghali (SBN 301080)
 E-mail: afeghali@moonlawgroup.com
 Charlotte Mikat-Stevens (SBN 327047)
 E-mail: mikat-stevens@moonlawgroup.com
MOON LAW GROUP, PC
 1055 W. Seventh St., Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff ERIC DEL TORO IBARRA

FILED
 Superior Court of California
 County of Los Angeles
09/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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

ERIC DEL TORO IBARRA, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

WEST PICO DISTRIBUTORS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 21STCV31247

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Lawrence P. Riff, Dept. 7]

[PROPOSED] JUDGMENT

[Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declarations of Kane Moon, Makenna Snow on behalf of ILYM Group, Inc., and Plaintiff Ibarra in Support of Motion, and [Proposed] Order]

FINAL APPROVAL HEARING

Date: September 6, 2023

Time: 10:00 a.m.

Dept.: 7

Action Filed: August 20, 2021

Trial Date: Not set

1 On September 6, 2023, this Court issued a Final Order Granting Plaintiff's
2 Motion for Preliminary Approval of Class Action Settlement reached between Plaintiff Eric Del
3 Toro Ibarra ("Plaintiff") and Defendant West Pico Distributors, LLC ("Defendant") (together,
4 the "Parties") in resolution of the above-caption litigation (the "Litigation"). The Final Order
5 granted the Parties' Class Action and PAGA Settlement and Class Notice (the "Settlement
6 Agreement"), attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's
7 Motion for Final Approval of Class and PAGA Representative Action Settlement. Consistent
8 with the Final Order, the Court hereby enters final Judgment as follows:

9 Due and adequate notice having been given to Class Members, and the Court having
10 reviewed and considered Plaintiff's Motion for Final Approval of Class and PAGA
11 Representative Action Settlement, the supporting declarations and exhibits thereto, all other
12 papers filed and proceedings had hereto, and the record in this Litigation, and good cause
13 appearing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Judgment, refers to all terms and definitions as
15 set forth in the Settlement Agreement.

16 2. A final approval hearing was held on the question of whether the proposed
17 Settlement Agreement, attorneys' fees and costs to Class Counsel, the class representative
18 service payment, payment for settlement administration costs, and the PAGA Penalties payment
19 to the California Labor and Workforce Development Agency (the "LWDA") should be finally
20 approved as fair, reasonable, and adequate as to Class Members.

21 3. The Court finds that the Settlement Agreement appears to have been made and
22 entered into in good faith, the terms of which are fair, reasonable, and adequate, and thus meets
23 the requirements for final approval.

24 4. The Court certifies, for settlement purposes only, the following Class (the
25 "Settlement Class"): All non-exempt, hourly employees of Defendant who worked for
26 Defendant in California during the Class Period (the "Class Period" is April 25, 2021 through
27 January 1, 2023.) "Participating Class Members" are those Class Members who do not submit
28 timely exclusion requests to the Settlement Administrator. Excluded from the Settlement Class

are all persons who send the Settlement Administrator a valid and timely Request for Exclusion from the Settlement (“Non-Participating Class Members”).

5. The deadline to request exclusion from or to submit written objections to the Settlement was July 31, 2023. No Requests for Exclusion were received.

6. All Class Members who did not request exclusion from the Settlement had an opportunity to object to the Settlement Agreement. No written objections were received.

7. By operation of this Judgment and concurrently filed Final Order, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties, except as to such rights or claims as may be created by this Settlement, as follows:

a. **Released Parties.** “Released Parties” means Defendant and its respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns. (Settlement Agreement, ¶ 1.41.)

b. **Plaintiff’s Release.**

1) **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 that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties arising out of, based upon, or relating to Class Representative’s

1 employment with Defendants or the remuneration for or termination of such
2 employment committed or omitted prior to the execution of this Agreement.
3 (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or
4 actions to enforce this Agreement, or to any claims for vested benefits,
5 unemployment benefits, disability benefits, social security benefits, workers’
6 compensation benefits that arose at any time. Plaintiff acknowledges that
7 Plaintiff may discover facts or law different from, or in addition to, the facts or
8 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
9 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding
10 such different or additional facts or Plaintiff’s discovery of them.

11 2) **Plaintiff’s Waiver of Rights Under California Civil Code § 1542.** For
12 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the
13 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
14 Code, which reads:

15 **A general release does not extend to claims that the creditor or**
16 **releasing party does not know or suspect to exist in his or her favor at**
17 **the time of executing the release, and that if known by him or her**
18 **would have materially affected his or her settlement with the debtor**
19 **or Released Party.** (Settlement Agreement, ¶ 5.1.2.)

20 c. **Release by Participating Class Members Who Are Not Aggrieved Employees.** All
21 Participating Class Members, on behalf of themselves and their respective former and
22 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
23 release Released Parties from all claims, rights, demands, damages, liabilities and causes
24 of action, arising during employment in a non-exempt position in California at any time
25 during the Class Period for unpaid wages and/or related penalties, interest, costs,
26 attorneys’ fees, and/or injunctive or other equitable remedies, arising out of, or related to
27 the claims which could be alleged based on the allegations and operative facts asserted in
28 the Action, including: (1) failure to pay minimum wages; (2) failure to pay overtime
wages; (3) failure to provide meal periods or provide premium wages in lieu thereof; (4)

1 failure to provide rest periods or provide premium wages in lieu thereof; (5) failure to
2 provide accurate wage statements; (6) failure to timely pay all wages due at separation;
3 (7) failure to reimburse business expenses under Labor Code section 2802; (8) unfair
4 business practices in violation of Business and Professions Code section 17200, et. seq.
5 premised on the above claims; (9) violation of the Private Attorneys General Act of 2004
6 (PAGA); and violation of or liability under California Labor Code sections 201, 202, 203,
7 204, 206, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1194,
8 1194.2, 1197, 1197.1, 1182.12, 1198, 2802, and the relevant Wage Orders issued by the
9 Industrial Welfare Commission, and any and all related claims for attorneys' fees and
10 costs. Except as set forth in Section 5.2 of this Agreement, Participating Class Members
11 do not release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment
13 insurance, disability, social security, workers' compensation, or claims based on facts
14 occurring outside the Class Period.

15 d. **Release by Non-Participating Class Members Who Are Aggrieved Employees.** All
16 Non-Participating Class Members who are Aggrieved Employees are deemed to release,
17 on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
19 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
20 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

21 8. The Parties shall bear their own respective attorneys' fees and costs, except as
22 otherwise provided for in the Settlement Agreement and approved by the Court.

23 9. The Court Approved Notice of Class Action Settlement and Hearing Date for
24 Final Court Approval (the "Class Notice"), which was attached to the Settlement Agreement as
25 Exhibit A and provided to the Class pursuant to the plan for distribution described under the
26 Settlement Agreement, conformed with the requirements of California Rules of Court 3.766 and
27 3.769, and constituted the best notice practicable under the circumstances, by providing
28 individual and adequate notice of the proceedings and of the matters set forth therein to Class

Members. The Class Notice fully satisfied the requirements of due process and provided sufficient notice to all persons entitled thereto.

10. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate settlement payments to Participating Class Members and Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance with the terms of the Settlement Agreement. Defendant shall pay into a common fund the total of \$130,000.00 (the “Gross Settlement Amount”) to resolve this Litigation. Defendant shall fund the Gross Settlement Amount, and also separately fund the amounts necessary to fully pay Defendant’s share of payroll taxes on the wage portion of Individual Class Payments as calculated by the Administrator, by transmitting these funds to the Administrator no later than 15 days after the Effective Date, as that term is defined in the Settlement Agreement.

11. Payments to Class Members shall be distributed within 14 calendar days after the above funding and in accordance with the terms of the Settlement Agreement. (Settlement Agreement, ¶ 4.4.)

12. A total amount of \$25,000.00 shall be allocated to penalties under the Private Attorneys General Act of 2004 (“PAGA”), and distributed as follows: 25% (i.e., \$6,250.00) to Aggrieved Employees and 75% (i.e., \$18,750.00) to the LWDA. The LWDA’s claims for civil penalties pursuant to PAGA are hereby extinguished.

13. The Court confirms the appointment of Eric Del Toro Ibarra as the Class Representative. In addition to any recovery that Plaintiff is eligible to receive under the Settlement Agreement as a Participating Class Member and/or Aggrieved Employee, the Court approves and orders a service payment in the amount of \$5,000.00 from the Gross Settlement Amount to Plaintiff for his role and service as the Class Representative, for the risks and work attendant to that role, and for his general release of claims, known and unknown, and waiver of Section 1542 rights.

14. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, as they are experienced in wage-and-hour class action litigation, have no conflicts of interest

1 with Plaintiff or other Class Members, and have adequately represented Class interests. The
2 Court approves and orders the payment to Class Counsel from the Gross Settlement Amount for
3 reasonable attorneys' fees not to exceed 33 and 1/3% of the Gross Settlement Amount (i.e.,
4 \$43,333.33), as well as \$15,532.92 for reimbursement of costs actually incurred in litigation
5 expenses. The Court finds that these amounts are reasonable in light of the benefits provided to
6 the Class.

7 15. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
8 Administrator. The Administrator has fulfilled its initial notice and reporting duties owed under
9 the Settlement Agreement. The Court approves and orders the payment of \$9,150.00 from the
10 Gross Settlement Amount to ILYM Group, Inc., in accordance with its "not to exceed" bid, for
11 the costs of settlement administration.

12 16. In accordance with California Rule of Court 3.771(b), notice of this Judgment and
13 concurrently filed Final Order will be given to the Class by the Administrator who will post the
14 final Order and Judgment on an internet website maintained by the Administrator for a period of
15 not less than 90 days after the Final Order and Judgment are entered.

16 17. This Judgment and concurrently filed Final Order are intended to be a final
17 disposition of the Litigation in its entirety and are intended to be immediately appealable.

18 18. Following entry of Judgment, the Court shall retain jurisdiction over the Parties,
19 Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,
20 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters
21 as are permitted by law.

22 19. The Settlement Agreement is finally approved but is not an admission by Defendant
23 of the validity of any claims in this Litigation, or of any wrongdoing by Defendant or of any
24 violation of law. Neither the Settlement Agreement nor any related document shall be offered or
25 received in evidence in any civil, criminal, or administrative action or proceeding other than such
26 proceedings as may be necessary to consummate or enforce the Settlement Agreement. The
27 obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties
28 are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

1 20. The Court sets a Non-Appearance Hearing (Case Review) re: Distribution on
2 June 3 , 2024 at 9:00 a.m. in Department 7. Class Counsel is ordered to file a final
3 report and declaration by the Settlement Administrator regarding settlement distribution no later
4 than May 24, 2024 . No appearance is required at the Case Review if the Settlement
5 Administrator's declaration filed prior to the hearing reports that all the distributions under the
6 Settlement Agreement are complete.

7
8 **IT IS SO ORDERED.**

9
10 DATED: 09/06/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Judge of the Los Angeles County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On August 14, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] JUDGMENT**

10 X by E-mailing ____ the original X a true copy to the following:

11 **O'Hagan Meyer**
12 John Haubrich, Esq.
13 (jhaubrich@ohaganmeyer.com)
14 4695 MacArthur Court, Suite 900
15 Newport Beach, CA 92660
16 Phone: (949) 849-5001

17 **O'Hagan Meyer**
18 Anna Rozman, Esq.
19 (arozman@ohaganmeyer.com)
20 Armando Zamaripa,
21 Esq.(azamarripa@ohaganmeyer.com)
22 550 S. Hope Street, Suite 2400
23 Los Angeles, CA 90071
24 Phone: (213) 423-6001

25 ***Attorneys for Defendant***

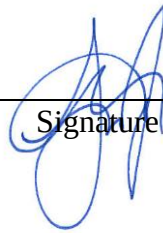
26 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
27 California, by e-mail delivery on the parties listed herein at their most recent known e-
28 mail address or e-mail of record in this action.

29 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
30 to accept electronic service, I caused the documents to be sent to the persons at the
31 electronic service addresses listed above via third-party cloud service
32 **CASEANYWHERE.**

33 X (State) I declare under penalty of perjury under the laws of the State of California
34 that the above is true and correct.

35 Executed on August 14, 2023, at Los Angeles, California.

36 Janelle Jickain
37 Name

38 
39 Signature