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5 Attorneys for Plaintiff Esteban Aguilar
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 ESTEBAN AGUILAR, individually and on
behalf of all others similarly situated,

11 Plaintiffs,

12 v.

13 CAL POP GROUP, INC., a California
corporation; and DOES 1 through 50, inclusive,

14 Defendants.
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Case No.: 21STCV36601

[Assigned for all purposes to the Hon. Daniel
S. Murphy, Dept. 32]

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/10/2025 5:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Abraham, Deputy Clerk

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

2 PLEASE TAKE NOTICE that on March 10, 2025 the Court entered an Order Granting
3 Motion for Final Approval of Class Action Settlement and a Judgment.

4 A copy of the Court's order and judgment are attached hereto as Exhibit A and Exhibit
5 B, respectively.

6
7 Dated: March 10, 2025

YOON LAW, APC

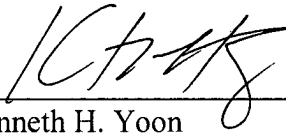
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9 _____
10 Kenneth H. Yoon
11 Attorneys for Plaintiff Esteban Aguilar
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EXHIBIT A

Electronically Received 02/13/2025 06:36 PM

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FILED
Superior Court of California
County of Los Angeles
03/10/2025
David W. Stoyko, Executive Officer / Clerk of Court
By: S. Luqueno Deputy

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

10
11 ESTEBAN AGUILAR, as an individual and on
behalf of all others similarly situated,
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13 Plaintiff,
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15 v.
16 CAL POP GROUP, INC., a California
corporation; and DOES 1 through 50, inclusive,
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18 Defendants.
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Case No.: 21STCV36601
[Assigned for all purposes to Hon. Daniel S.
Murphy, Dept. 32]
**[PROPOSED] ORDER GRANTING
PLAINTIFF ESTEBAN AGUILAR'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 10, 2025
Time: 8:30 a.m.
Place: Department 32

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WHEREAS, the Court has received and reviewed the Class Action and PAGA Settlement Agreement (the “Settlement”) entered into between the Class Representative and Defendant cal Pop Group, Inc. (“Defendant”), and has considered the terms of the proposed Settlement set forth therein;

WHEREAS, on December 9, 2024, the Court entered its Order preliminarily approving the Settlement of this class action, approving the form and method of notice, and setting a date and time for a final approval and hearing to consider whether the Settlement should be finally approved by the Court pursuant to California Code of Civil Procedure Section 382 as fair, adequate, and reasonable (the “Preliminary Approval Order”);

WHEREAS, the Court has received the declaration of Phoenix Settlement Administrators, the Settlement Administrator, attesting to the mailing of the Notice Packet in accordance with the Preliminary Approval Order;

WHEREAS, there have been 0 Objections regarding the Settlement;

WHEREAS, there have been 0 opt-outs from the Class; and

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

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1 2. In accordance with California Code of Civil Procedure Section 382, California Rule of
2 Court 3.769 and the requirements of due process, the Class has been given proper and adequate notice
3 of the Settlement. Based upon the evidence submitted by the parties, the Settlement Agreement, the
4 arguments of counsel, and all the files, records and proceedings in this case, the Court finds that the
5 Class Notice and notice methodology implemented pursuant to the Settlement Agreement and the
6 Court's Preliminary Approval Order: (a) constituted the best practicable notice under the
7 circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to
8 apprise the Class of the pendency of the litigation, their right to object to the Settlement, and their right
9 to appear at the final approval hearing; (c) was reasonable and constituted due, adequate and sufficient
10 notice to all persons entitled to notice; and (d) met all applicable requirements of California Code of
11 Civil Procedure Section 382, California Rule of Court 3.769, and any other applicable law.

12 3. The Settlement in this action warrants final approval pursuant to California Code of
13 Civil Procedure Section 382 and Labor Code section 2699(s)(2) because it is fair, adequate, and
14 reasonable to those it affects, and resulted from vigorously contested litigation, substantial discovery,
15 motion practice, and extensive good-faith arm's length negotiations between the parties, and is in the
16 public interest considering the following factors:

- 17 (a) the strength of the Plaintiff's case;
- 18 (b) the risk, expense, complexity and likely duration of further litigation;
- 19 (c) the risk of maintaining class action status throughout the trial;
- 20 (d) the amount offered in settlement;
- 21 (e) the extent of discovery completed, and the stage of the proceedings;
- 22 (f) the experience and views of counsel; and
- 23 (g) the reaction of the class members to the proposed settlement.

24 *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 799 (2009). Settlements that follow
25 sufficient discovery and genuine arm's length negotiation are presumed fair. *Dunk v. Ford Motor Co.*,
26 48 Cal. App. 4th 1794, 1802 (1996), *as modified* (Sept. 30, 1996). The Court finds the Settlement is
27 entitled to a presumption of fairness.

28 4. The Final Approval Motion is hereby GRANTED, and the Settlement is hereby

1 APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the Settlement
2 Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of the
3 Class Members. The Parties are directed to consummate the Settlement in accordance with its terms.

4 5. The Court APPROVES the funding of the Settlement in accordance with its terms.

5 6. The Court APPROVES payment of the requested Class Representative Service
6 Payment in the amount of \$15,000.00 in accordance with the terms of the Settlement.

7 7. The Court APPROVES payment of attorneys' fees in the amount of \$120,750.00 and
8 costs in the amount of \$16,311.70 to Class Counsel in accordance with the terms of the Settlement
9 Agreement.

10 8. The Court APPROVES payment of costs to the Claims Administrator, Phoenix
11 Settlement Administrators, for Settlement Administration Costs in the amount of \$7,150.00 in
12 accordance with the terms of the Settlement Agreement.

13 9. The Court finds that Plaintiff has satisfied the prerequisites under California Labor
14 Code § 2699.3(a), including and not limited to providing the California Labor and Workforce
15 Development Agency ("LWDA") and the employer notice of the specific provisions of the Labor
16 Code alleged to have been violated, including and not limited to, the facts and theories to support the
17 alleged violation. Furthermore, the Court finds that the LWDA was provided notice of the wage, hour,
18 and payroll practices and facts that were alleged in the Complaint, including inter alia, by way of
19 written correspondence on October 5, 2021.

20 10. The "Aggrieved Employees" covered under the Settlement consist of the following
21 individuals: all non-exempt employees of Defendant who worked in California during the PAGA
22 Period.

23 11. The Court has considered the Settlement, and the monetary allocations provided
24 thereby and finds that they are fair, just, reasonable, and adequate with respect to Aggrieved
25 Employees.

26 12. Pursuant to California Labor Code section 2699(s), the Court has reviewed the
27 \$10,000.00 sum allocated for payment of penalties under PAGA ("PAGA Penalties"), determined that
28 the PAGA Penalties is fair, just, reasonable, and adequate, and hereby approves the PAGA Penalties.

1 Defendants shall pay seventy-five (75%) of the PAGA Penalties to the LWDA (“LWDA PAGA
2 Payment”) in the amount of \$7,500.00, and shall pay twenty-five percent (25%) of the PAGA
3 Penalties to the Aggrieved Employees in the amount of \$2,500.00, consistent with this Order and the
4 Agreement. Individual PAGA Payments from the employees 25% portion of the PAGA Penalties will
5 be calculated and apportioned based on the respective number of PAGA Pay Periods worked during
6 the PAGA Period.

7 13. The Court further finds that PAGA does not require that notice of the Settlement be
8 provided to the Aggrieved Employees, however, the Administrator is ordered to distribute payments to
9 Aggrieved Employees with a cover letter.

10 14. The allocation plan is hereby APPROVED as fair, adequate, and reasonable. The Net
11 Settlement Amount, as well as the Class Representative’s Service Payment, Settlement
12 Administrator’s costs, the PAGA allocation, and Court Approved Class Counsel’s attorneys’ fees and
13 litigation costs shall be distributed in accordance with the terms of the Settlement Agreement and any
14 further orders of this Court.

15 15. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
16 Administrator, and in consideration of the Net Settlement Amount, and for other good and valuable
17 consideration, all Participating Class Members who have not timely excluded themselves from this
18 Settlement pursuant to its terms, shall have fully, finally, and forever released, relinquished, and
19 discharged Defendant Cal Pop Group, Inc., and its past, present and/or future, direct and/or indirect,
20 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
21 reinsurers, partners, investors, shareholders, owners, managing agents, administrators, parent
22 companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers (“Released
23 Parties”) of the Released Class Claims in accordance with the terms of the Settlement, and as the term
24 “Released Class Claims” is defined in the Settlement.

25 16. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement
26 Administrator, all Aggrieved Employees, whether or not they have excluded themselves from this
27 Settlement, shall receive a PAGA settlement amount and will be deemed to have released the Released
28 Parties of the Released PAGA Claims in accordance with the terms of the Settlement, and as the term

1 “Released PAGA Claims” is defined in the Settlement.

2 17. The Released Class Claims are all claims, rights, demands, liabilities and causes of
3 action that are alleged or could have been alleged based on the facts set forth in the operative
4 complaint and the anticipated Third Amended Complaint in this action, including, e.g.: all claims for
5 violation of Labor Code §§ 201-204, 226, 226.7, 510, 512, 1194, and unfair competition based on the
6 foregoing.

7 18. The Released PAGA Claims are all claims, rights, demands, liabilities and causes of
8 action that are alleged or reasonably could have been alleged based on the facts set forth in the PAGA
9 Notice and the anticipated Third Amended Complaint in this action, including, e.g.: all claims under
10 the California Labor Code Private Attorneys General Act of 2004 for the recovery of civil penalties,
11 costs, attorneys’ fees, and expenses for violation of Labor Code §§ 201 to 204, 226, 226.7, 246, 256,
12 510, 512, 1194, 1197, 1197.1, 1198, 1391, and 2802.

13 19. The Court hereby approves the procedure agreed to by the Parties regarding uncashed
14 settlement checks. Any funds for settlement checks that are not cashed within one-hundred eighty
15 (180) calendar days of issuance shall be transmitted by Administrator to the California State
16 Controller, along with the relevant identifying information of each applicable payee who failed to cash
17 a settlement check, to be held pursuant to California’s Unclaimed Property Law (“UPL”) (Cal Code
18 Civ. Proc. §§ 1500 *et seq.*)

19 20. Without affecting the finality of this Order in any way, this Court retains jurisdiction
20 over: (a) implementation of the Settlement and the terms of the Settlement; (b) distribution of the Net
21 Settlement Amount, the Class Representative’s Service Payment, the Administrator’s costs, and the
22 attorneys’ fees and costs amount, the PAGA Penalties; and (c) all other proceedings related to the
23 implementation, interpretation, administration, consummation, and enforcement of the terms of the
24 Settlement, and the administration of claims by Class Members.

25 21. Per California Rules of Court, Rule 3.771(b), the Settlement Administrator is directed
26 to post the final judgment, once entered, on its website.

27 22. This Court finds that there is no just reason for delay and expressly directs entry by the
28 Clerk of the Court of Final Judgment.

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IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Daniel S. Murphy".

Daniel S. Murphy / Judge

Dated: 03/10/2025

Hon. Daniel S. Murphy
Judge of the California Superior Court

EXHIBIT B

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FILED
Superior Court of California
County of Los Angeles
03/10/2025
David W. Stoyan, Executive Officer / Clerk of Court
By: S. Luqueno Deputy

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

ESTEBAN AGUILAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CAL POP GROUP, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 21STCV36601
[Assigned for all purposes to Hon. Daniel S.
Murphy, Dept. 32]

PROPOSED JUDGMENT

[Reservation ID: 373980129035]

1 **JUDGMENT**

2 1. The Court hereby enters final judgment in this Action in accordance with terms of
3 the Class Action and PAGA Settlement Agreement (the “Agreement”), order granting preliminary
4 approval of class action settlement (“Preliminary Approval Order”), and the final order approving
5 class action settlement (“Final Approval”).

6 2. Upon full and final payment by Defendant Cal Pop Group, Inc. (“Defendant”) of the
7 Gross Settlement Amount and the employer’s share of payroll taxes consistent with Paragraph 4.3
8 of the Agreement, (i) Plaintiff/Class Representative and all Class Members who did not
9 affirmatively opt out of the Agreement by submitting a timely and valid Request for Exclusion shall
10 have, by operation of Final Approval and this Judgment, fully, finally and forever released,
11 relinquished, and discharged the Released Parties from the Released Claims and Release by
12 Aggrieved Employees, (ii) Plaintiff and his respective former and present spouses, representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
14 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,
15 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
16 on the facts contained, in the Operative Complaint and anticipated Third Amended Complaint, and
17 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in
18 the Operative Complaint and anticipated Third Amended Complaint, and Plaintiff’s PAGA Notice.

19 3. The following persons have timely requested exclusion from the Settlement and are
20 not bound by this judgment (except as to Paragraph 2(iii)): None

21 4. Without affecting the finality of the Final Order and/or this Judgment, pursuant to
22 California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
23 Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiff, settling
24 Class Members, and Defendant for the purposes of supervising the implementation, enforcement,
25 construction, and interpretation of the Settlement, the Procedural Order, the Final Order, and the
26 Judgment.
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1 Dated: 03/10/2025

Daniel S. Murphy / Judge

Hon. Daniel S. Murphy
Judge of the California Superior Court

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Nicholas Ortiz <nortiz@yoonlaw.com>

Rescheduled: 21STCV36601 - 373980129035

1 message

no reply <noreply+portal-lasc@ecourt.com>
To: nortiz@yoonlaw.com

Tue, Nov 12, 2024 at 2:37 PM

The following reservation has been rescheduled by the REQUESTOR:

Event: Motion re: (Motion for Preliminary Approval of Class Action Settlement)

Reservation ID: 373980129035

Status: RESERVED

Case Number: 21STCV36601

Case Title: ESTEBAN AGUILAR vs CAL POP GROUP, INC.

Courthouse: Stanley Mosk Courthouse

Dept: Department 32

Previous Date: 12-04-2024 at 08:30:00 AM

Reschedule To: 12-09-2024 at 08:30:00 AM

Motion Count: 1

Click the link below to view the reservation. You may need to supply your PIN number. From here you may print receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page. The document will not be accepted without the receipt page and the Reservation ID.

<https://portal-lasc.journaltech.com/public-portal//?q=calendar/search&crsNumber=373980129035>

PROOF OF SERVICE

1 **STATE OF CALIFORNIA**

2 **COUNTY OF LOS ANGELES**

)
) **ss.**
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3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years
4 and not a party to the within action; my business address is 751 N. Fair Oaks Avenue, Pasadena, California
5 91103.

6 On March 10, 2025, I served the following documents described as:

7 **NOTICE OF ENTRY OF ORDER AND JUDGMENT**

8 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes
9 addressed as shown on the attached mailing list.

10 ☐ (BY FACSIMILE)

11 I am readily familiar with the business practices of this office. The telephone number of the
12 facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules 2003(3) of
the California Rules of Court. Upon transmission, no error was reported by the facsimile machine and a
printed copy of the machine's transmission record indicating that the transmission was successfully
completed is attached to this declaration.

13 ☒ (BY E-MAIL)

14 The documents were sent as an attachment to an email, with two types of delivery confirmation:
15 Delivery Receipt and Read Receipt. Upon sending, no error was reported and I received a Delivery
Receipt, confirming that the message and documents reached the above email address.

16 ☐ (BY MAIL)

17 I am familiar with my employer's mail collection and processing practices; know that mail is collected
and deposited with the United States Postal Services on the same day it is deposited in the interoffice
mail; and know that postage thereon is fully prepaid.

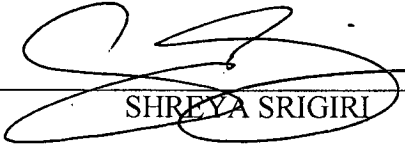
18 ☐ (BY CASE ANYWHERE)

19 Based on a court order to accept service by electronic means, I caused a true and correct copy of
the document(s) to be served electronically on counsel of record by transmission to Case Anywhere.

20 ☒ (State) I declare under penalty of perjury that the above is true and correct.

21 ☐ (Federal) I declare that I am employed in the office of a member the Bar of this Court at
22 whose direction the service was made.

23 Executed on March 7, 2025, at Pasadena, California.

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25 
26 **SHREYA SRIGIRI**
27
28

1 *Esteban Aguilar v. Cal Pop Group, Inc.*
2 **Superior Court of California, County of Los Angeles, Case No. 21STCV36601**

3 **SERVICE LIST**

4 **Attorneys for Defendant**
5 **Cal Pop Group, Inc.**

6 Michael J. O'Connor Jr.

7 <michael.oconnor@aalrr.com>

8 Sarkis A. Atoyan

9 <sarkis.atoyan@aalrr.com>

10 ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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