

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Hyunjin Kim (SBN 345518)
MOON LAW GROUP, PC
1055 West Seventh Street, Suite 1880
Los Angeles, California 90017
West Hollywood, Ca 90069
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: hkim@moonlawgroup.com

*Attorneys for Plaintiff,
Angel Mayorga*

[additional counsel on following page]

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

ANGEL MAYORGA, individually, and on
behalf of all others similarly situated,

Plaintiff,
v.

ARCADIA, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

AND CONSOLIDATED ACTION

FILED
Superior Court of California
County of Los Angeles

04/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Case No. 21STCV42097

[Consolidated with Case No. 21STCV47245]

[Honorable William F. Highberger, Dept. 10]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
AND RELEASE OF PAGA CLAIMS
PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

Complaint Filed: November 15, 2021
Trial Date: Not set

1 Zorik Mooradian, Esq.
Haik Hacobian, Esq.
2 **MOORADIAN LAW, APC**
24007 Ventura Blvd., Suite 210
3 Calabasas, CA 91302
Telephone: (818) 487-1998
4 Facsimile: (888) 783-1030
zork@mooradianlaw.com
5 haik@mooradianlaw.com

6 *Attorneys for Plaintiff Isabel Felipe*

ORDER

The Court having considered Plaintiffs' Notice of Motion and Motion for Approval of PAGA Settlement ("Motion"), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in the Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set forth in the Settlement Agreement and Release of PAGA Claims attached as "Exhibit 1" hereto.

2. The Settlement is hereby accepted and approved;

3. Plaintiffs and all PAGA Settlement Members, effective on the date when Defendants fully fund the entire Gross Settlement Amount, the Aggrieved Employees will release claims against all Released Parties as follows:

"Release by Aggrieved Employees," All Aggrieved Employees 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 Complaints, and the PAGA Notices.

"Released Parties" means Arcadia, Inc. and its successor Arcadia Product, LLC, One Stop, and all staffing agencies that placed employees at Arcadia, Inc., including but not limited to The Right Hire, Inc., and each of their former and present directors, officers, shareholders, owners, members, agents, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"PAGA Period" means the period from October 21, 2020 to June 1, 2023.

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

5. The Settlement is not an admission by the Defendants as defined below, nor is this Order a finding of the validity of any allegations or of any wrongdoing by the Defendants. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to

1 carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
2 concession, or liability whatsoever by or against Defendants.

3 6. Defendants shall pay the PAGA Members, Plaintiffs' Counsel, the Labor and
4 Workforce Development Agency ("LWDA"), and the Settlement Administrator pursuant to the
5 terms of the Settlement:

6 a. Actual administration costs of up to \$10,000, payable to the Settlement
7 Administrator, Phoenix Class Action Administration Solutions, for
8 administration of the Settlement;

9 b. Attorneys' fees to Plaintiff's Counsel in the amount of \$193,333.33 (one-third
10 (1/3)); and

11 c. Reimbursement for actual costs incurred by Plaintiff's Counsel not to exceed
12 \$33,000;

13 7. The remaining amount to the PAGA Fund, which shall be allocated as set forth
14 in Labor Code § 2699(d), with 75% allocated to the LWDA, and the remaining 25% to the
15 Aggrieved Employees on a pro-rata basis. Settlement checks shall remain valid and
16 negotiable for one-hundred and eighty (180) calendar days from the date of their issuance. If
17 there are uncashed checks following this period, the Settlement Administrator will ensure the
18 uncashed funds shall be forwarded to State of California Controller's Unclaimed Property
19 Fund in the name of the Aggrieved Employees who did not cash their checks.

20 8. Subject to Court approval of the Settlement, within fifteen (15) days after the
21 Effective Date, Defendants shall transmit the entire Gross Settlement Amount due under this
22 Settlement Agreement to the Settlement Administrator.

23 9. Within fifteen (15) days after the Defendants fund the Gross Settlement
24 Amount, the Administrator shall disburse funds pursuant to the terms specified in this
25 Settlement Agreement.

10. The “Effective Date” the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order approving the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

11. The Court hereby confirms Moon Law Group, PC, and Mooradian Law, APC as PAGA Counsel.

12. The Court finds that the fees requested by Plaintiffs' Counsel of \$193,333.33 (one-third) of the Gross Settlement Amount is reasonable, and the costs requested of up to \$33,000 were reasonable and necessary for the prosecution of this action. The Court hereby awards attorney's fees in the amount of \$193,333.33 and costs in an amount not to exceed \$33,000 to Plaintiffs' Counsel for their costs. The payment of fees and costs to Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement.

13. The Court approves the proposed letter attached to the Settlement as Exhibit A to be sent to PAGA Members along with their respective settlement checks.

14. This action is dismissed with prejudice.

15. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within thirty calendar days after entry of the Order and Judgment.

16. This Court shall retain jurisdiction, pursuant to C.C.P. section 664.6, over this action, the Parties, and the PAGA Settlement Members to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order and Judgment.

Non-Appearance Case Review

at 9 a.m.

17. The Court sets a status conference re: final accounting for 3/4, 2025. At least nine court days prior to the hearing, Plaintiffs shall submit a final report including the actual amounts paid to aggrieved employees, the other amounts distributed under the settlement, and the amounts tendered to the Unclaimed Property Division.

IT IS SO ORDERED.

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

DATED: 4/26/24



HON. WILLIAM F. HIGHBERGER
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 March 25, 2024, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION TO**
10 **APPROVE SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**
11 **PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.**

12 X by E-mailing ___ the original X a true copy to the following:

13 **Mooradian Law, APC**
14 Haik Hacopian, Esq.
15 (haik.hacopian@gmail.com)
16 Zorik Mooradian, Esq.
17 (zorik@mooradianlaw.com)
18 24007 Ventura Boulevard, Suite 210
19 Calabasas, CA 91302
20 Phone: (818) 487-1998
21 Fax: (888) 783-1030

22 **Mitchell Silberberg & Knupp LLP**
23 Lucia Coyoca, Esq. (lec@msk.com)
24 Kevin Gaut, Esq. (keg@msk.com)
25 2049 Century Park East, 18th Floor
26 Los Angeles, CA 90067
27 Phone: (310) 312-2000
28 Fax: (310) 312-3100

ATTORNEYS FOR ARCADIA, INC.

ATTORNEYS FOR ISABEL FELIPE

1 **Fisher & Phillips LLP**
2 Gabriela Fuentes, Esq.
3 (gfuentes@fisherphillips.com)
4 Boris Sorsher, Esq.
5 (bsorsher@fisherphillips.com)
6 Kelsey Wong Javier, Esq.
7 (kjavier@fisherphillips.com)
8 2050 Main Street, Suite 1000
9 Irvine, CA 92614
10 Phone: (949) 851-2424
11 Fax: (949) 851-0152

12 **ATTORNEYS FOR ONE STOP EMPLOYMENT**
13 **SERVICES, INC**

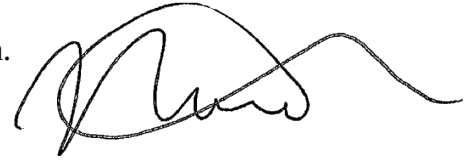
1 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
2 accept electronic service, I caused the documents to be sent to the persons at the electronic
3 service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

6 Executed on March 25, 2024, at Los Angeles, California.

7 Noelia Alonso Esteban

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Name



Signature