

LOYR, APC

YOUNG W. RYU, ESQ. (SBN 266372)
young.ryu@loywr.com
ZACHARIAH E. MOURA, ESQ. (SBN 279508)
zach.moura@loywr.com
SANDY GONZALEZ, ESQ. (SBN 330541)
sandy.gonzalez@loywr.com
KEE S. MAH, ESQ. (SBN 345736)
kee.mah@loywr.com
HARLEY M. PHLEGER, ESQ. (SBN 351851)
harley.phleger@loywr.com
1055 West 7th Street, Suite 2290
Los Angeles, California 90017
Telephone: (213) 318-5323
Facsimile: (800) 576-1170

Attorneys for Plaintiffs ROSA AGUIRRE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ROSA AGUIRRE, individually and on
behalf of all individuals similarly situated;

Plaintiff,

v.

SOUTHERN CALIFORNIA
GRAPHICS CORPORATION, a
California corporation; TOM WANG, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV10443

CLASS ACTION

Assigned for all purposes to:
Hon. Timothy Patrick Dillon, Dept. 15

**[PROPOSED] FINAL JUDGMENT
AND ORDER**

Date: July 29, 2025
Time: 11:00 a.m.
Dept: 15
Judge: Hon. Timothy Patrick Dillon

Complaint Filed: March 25, 2022
Trial Date: None Set

[PROPOSED] FINAL JUDGMENT AND ORDER

A. The Parties to this Action reached a tentative Settlement and, subsequently, submitted a Settlement Agreement and supporting papers. On February 10, 2025, the Court preliminarily approved the proposed Settlement. The Court directed the Parties to provide notice of the proposed Settlement to the potential Class Members and scheduled a further hearing to determine whether the proposed Settlement, request for Plaintiff's Attorneys' Fees and Plaintiff's Expenses, and Plaintiff's Enhancement Awards are fair, reasonable, and adequate.

B. On July ²⁹~~7~~, 2025, the Court held the Final Settlement Hearing to determine: (i) whether the Action should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the proposed Settlement should be given final approval as fair, reasonable and adequate and in the best interests of each of the Parties and the Settlement Class Members; (iii) whether a final judgment should be entered as required by the Settlement; (iv) whether the Settlement Class Members should be bound by the Class Release set forth in the Settlement; (v) whether Class Representative Service awards should be made to Plaintiffs as set forth in paragraph 3.2.1 of the Settlement; (vi) the amount of Plaintiff's Attorneys' award of Plaintiff's Attorneys' Fees not to exceed \$130,000, with the reasonable expenses not to exceed \$15,000; and (vii) any other matter that may be relevant to the Settlement. ^{Zachariah E Moura}~~Young W. Ryu~~ of LOYR, APC appeared for Plaintiff Rosa Aguirre and the Class. Tom Nagashima of Gordon Rees Scully Mansukhani, appeared for Defendants Southern California Graphics Corporation. ("Defendant").

C. No Class Members requested exclusion from the Settlement Class, and no objections were filed with respect to the proposed Settlement.

D. After reviewing the pleadings and evidence filed in support of the request for final approval of the Settlement and the requests for awards of Plaintiff's Attorneys' Fees, Plaintiff's Expenses and the Class Representative Enhancements, and hearing the attorneys for the Parties, the Court finds, and

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1 IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

2 1. The Court has personal jurisdiction over all Settlement Class Members and
3 Defendants, and the Court has subject matter jurisdiction to approve the Settlement (including all
4 Exhibits thereto).

5 2. The Settlement terms, as reflected in the Settlement Agreement, including the
6 definitions applicable to the Settlement, is incorporated by reference into this Final Judgment.

7 3. The Court finds that the Settlement was reached after arm's-length negotiations
8 between the Parties, including full-day mediation session before an impartial, respected and
9 experienced mediator; the proposed Settlement was concluded only after counsel for the Parties
10 had conducted adequate discovery and investigation; and the Settlement of the Action, as
11 embodied in the terms of the Settlement, is finally approved as fair, reasonable, adequate and
12 consistent and in compliance with all applicable requirements of the California Code of Civil
13 Procedure, the California and United States Constitutions (including the due process clauses), the
14 California Rules of Court and any other applicable law, and in the best interests of the Parties and
15 the Class Members.

16 4. Solely for the purpose of Settlement, the Court finally certifies the following Class:

17 The Class:

18 All current and former non-exempt employees of Defendant who worked in the State of
19 California at any time during the Class Period. The Class Period is the period beginning March 25,
20 2018 through December 31, 2021.

21 5. The above Class is certified for settlement purposes only, and the certification
22 should not be construed as an admission by Defendants with respect to any of the allegations made
23 against them in this Action by or on behalf of the members of the Settlement Class.

24 6. The Court appoints Plaintiff Rosa Aguirre as Class Representative.

25 7. The Court appoints Young W. Ryu and Zachariah E. Moura of LOYR, APC as
26 counsel for the Class.

27 8. The Court appoints Phoenix Settlement Administrators ("Phoenix") as Claims
28

1 Administrator.

2 9. The Court finds that:

3 a. the above-described Class contains members so numerous that the joinder
4 of all of them is impracticable;

5 b. there are questions of law or fact common to the above-described Class;

6 c. the claims of the Class Representative are typical of the claims of the Class
7 that Plaintiffs seeks to represent; and

8 d. the Class Representative and Plaintiff's Attorneys have fairly and
9 adequately protected the interests of the above-described Class.

10 10. The Parties and their counsel are ordered to implement and to consummate the
11 Settlement according to its terms and provisions.

12 11. The Notice and the notice methodology implemented pursuant to the Settlement (i)
13 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under
14 the circumstances, to apprise Class Members of the pendency of the Action, their right to object to
15 or exclude themselves from the proposed Settlement and their right to appear at the Final
16 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all
17 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code
18 of Civil Procedure, the California and United States Constitutions (including the Due Process
19 Clause), the California Rules of Court and any other applicable law.

20 12. The terms of the Settlement and this Final Judgment are binding on Plaintiffs and
21 all other Settlement Class Members, as well as their heirs, executors and administrators,
22 successors and assigns, and those terms shall have *res judicata*, collateral estoppel and all other
23 preclusive effect in all pending and future claims, lawsuits or other proceedings, including all
24 forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the
25 extent those claims, lawsuits or other proceedings involve matters that have been raised in this
26 Action as provided by the Settlement.

27 13. Pursuant to paragraphs 6.1 and 6.2 of the Settlement, Plaintiffs and all Settlement
28 Class Members are deemed to have conclusively released Defendants Tom Wang and Southern

1 California Graphics Corporation, Inc., and its past or present officers, directors, shareholder,
2 employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants,
3 insurers, and their respective successors and predecessors in interest, assigns, subsidiaries,
4 affiliates, and parents (the “Released Parties”) from all claims, demands, rights, liabilities,
5 penalties, fees, and causes of action of any nature or description that were alleged/asserted in the
6 Action (whether in tort, contract, statute or otherwise) during the Class Period (“Released Class
7 Claims”). The Released Class Claims include any and all claims, wage and hour claims, rights,
8 demands, liabilities and causes of action of any nature or description alleged/asserted in the Action
9 or arising from the facts and claims alleged/asserted in the Action. The Released Class Claims
10 include all claims for missed meal and rest breaks in violation of Cal. Labor Code sections 200,
11 226.7, 512, and 12 California Code of Regulations section 11050; failure to pay overtime
12 compensation in violation of California Labor Code section 1194, et seq.; failure to provide proper
13 wage statement in violation of California Labor Code section 226; failure to timely pay unpaid
14 wages due at time of separation of employment in violation of California Labor Code sections
15 201-203; failure to reimburse business expenses in violation of California Labor Code section
16 2802; violation of California Business & Professions Code sections 17200, et seq.; and failure to
17 permit inspection of personnel and payroll records in violations of California Labor Code section
18 1198.5, as well as claims for unpaid wages, including, but not limited to, failure to pay minimum
19 wages, straight time compensation, overtime compensation, double-time compensation, and
20 interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely
21 pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period
22 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods
23 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period
24 premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate
25 itemized wage statements; deductions; failure to keep accurate records; unlawful deductions
26 and/or withholdings from wages; unfair business practices; penalties, including, but not limited to,
27 recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties,
28 and waiting-time penalties; and attorneys’ fees and costs related to the Released Class Claims. The

Released Class Claims also include all claims arising under: California Labor Code sections 200, 201, 201-203, 201.3, 202, 204, 204b, 204.1 204.2, 205, 205.5, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 248.5, 432, 500, 510, 512, 515, 516, 558, 1171, 1173, 1173.1, 1174, 1194, et seq., 1194.2, 1197, 1197.1, et seq., 1197.5, 1198, 1198.5, 2802, and the applicable Industrial Welfare Commission Wage Order(s); 12 California Code of Regulations section 11050; the Release shall also include all claims for failure to provide accurate itemized wage statements, failure to provide right to inspect or copy personnel files, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, record keeping penalties, reporting time pay, and penalties for personnel file violation. All Class Members shall be bound by this release unless they formally request exclusion from this Settlement by submitting a valid and timely Request for Exclusion or comparable documentation. However, Class Members that do not negotiate their Individual Settlement Payment checks do not release any claims under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216 *et seq.* Except as set forth in Section 6.3 of the Agreement, Settlement 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. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers’ compensation benefits. Such release of claims is effective as of Defendants fully funding the entire Gross Settlement Amount. The Class Representative additionally will be deemed to have waived their rights under California Civil Code section 1542.

14. Plaintiffs and all Settlement Class Members and any person or entity acting on their behalf, are permanently barred and enjoined from (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Settlement Class Released Claims in this Action; and (ii) organizing such nonexcluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to

1 include class allegations, or by seeking class certification in a pending action) any lawsuit based
2 on the Settlement Class Released Claims in this Action.

3 15. The Parties are authorized, without further approval from the Court, to agree to and
4 to adopt such amendments, modifications and expansions of the Settlement and all exhibits
5 attached thereto which (i) are consistent with this Final Judgment, and (ii) do not limit the rights of
6 Class Members under the Settlement.

7 16. The Court grants a Class Representative Service award of \$ 5000 to Plaintiff
8 Rosa Aguirre. This request is justified in light of the following facts: (1) Plaintiff spent numerous
9 hours conferring with the Plaintiff's Attorneys, reviewing documents, gathering evidence,
10 formulating discovery requests, and preparing for mediation; (2) Plaintiff's efforts resulted in a
11 favorable result for the Class; and (3) Defendant do not oppose the request. The Class
12 Representative Enhancement will be paid to Plaintiff in accordance with the terms of the
13 Settlement.

14 17. The Court grants Plaintiff's Attorneys' request for an award of Plaintiff's
15 Attorneys' Fees in the amount of \$ 130,000, and \$ 15,000 for Expenses. Plaintiff's
16 Attorneys' request for an award of reasonable attorneys' fees and costs is justified in light of the
17 following facts: (1) Plaintiff's Attorneys vigorously prosecuted this case and achieved a favorable
18 result for the Class; (2) the legal issues were novel and complex; (3) Defendants do not oppose the
19 request; and (4) such other bases as offered by Plaintiff's Attorneys. The attorneys' fees and costs
20 shall be paid by Defendants in accordance with the terms of the Settlement.

21 18. Without affecting the finality of the Final Judgment, the Court shall retain
22 continuing jurisdiction over the Action, and the Parties and Settlement Class, and the
23 administration and enforcement of the Settlement. Any disputes or controversies arising with
24 respect to the enforcement or implementation of the Settlement shall be presented by motion to the
25 Court; provided however, that nothing in this paragraph shall restrict the ability of the Parties to
26 exercise their rights hereunder.

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1 19. The Court set a non-appearance case review date for submission of a final report
2 summarizing all distributions made pursuant to the approved settlement on 07/31/2026.
3 The final report is due by 07/29/2026.

4 **IT IS SO ORDERED.**

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6 Dated: 07/29/2025, 2025



A handwritten signature in black ink, appearing to read "T. Dillon".

Hon. Timothy Patrick Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge