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ESTRADA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

EDGAR YUNUEN ESTRADA, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

ELKHORN PACKING CO., LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21CV004015

*[Assigned for All Purposes to the Honorable
Thomas W. Wills, Department 15]*

[PROPOSED] JUDGMENT

*[Filed with Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement,
Declaration of Edgar Yunuen Estrada, the
Declaration of Kane Moon, the Declaration of
Jodey Lawrence, and [Proposed] Order]*

PAGA APPROVAL HEARING:

Dates: June 20, 2025,
June 27, 2025, or
July 28, 2025
Time: 8:30 a.m.
Dept.: 15

Complaint Filed: December 28, 2021
FAC Filed: March 21, 2022
Trial Date: September 3, 2025

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Edgar Yunuen Estrada (“Plaintiff”) seeks approval of a PAGA Settlement
3 Agreement (the “PAGA Settlement”) entered into with Defendant Elkhorn Packaging Co., LLC
4 (“Defendant”) (together, the “Parties”) in full resolution of the above-captioned litigation (the
5 “Action”).

6 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
7 PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed
8 and proceedings had herein, and having reviewed the record in this Action, and good cause
9 appearing,

10 **IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Court has granted Plaintiffs’ Motion by way of the Court’s Order Granting
12 Plaintiffs’ Motion for Approval of PAGA Settlement (the “PAGA Approval Order”). The PAGA
13 Approval Order is incorporated herein in its entirety.

14 2. The Court now enters Final Judgment following the entry of the PAGA Approval
15 Order. The Final Judgment set forth herein is intended to be a final disposition of the Action in its
16 entirety and is intended to be immediately appealable. All capitalized terms used for purposes of
17 this Final Judgment have the same meaning as given in the PAGA Settlement, unless otherwise
18 indicated.

19 3. In accordance with and for the reasons stated in the PAGA Approval Order, Final
20 Judgment is entered whereby the Plaintiff, the California Labor and Workforce Development
21 Agency (the “LWDA”), and the Aggrieved Employees, shall take nothing from Defendant, except
22 as expressly set forth in the PAGA Settlement.

23 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
24 asserted in this Action and is authorized to act as private attorney general with respect to the PAGA
25 claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code
26 section 2699(l)(2), the LWDA has been given timely notice of the PAGA Settlement, has not
27 objected, and is therefore bound by this Final Judgment.

1 5. Release of Claims. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees will release claims
3 against all Released Parties as follows: (PAGA Settlement, ¶ 5.)

4 a. Release by Aggrieved Employees: All Aggrieved Employees, including
5 Plaintiff, the State of California and the LWDA, are deemed to release, on behalf
6 of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, the Released Parties
8 from all claims for PAGA penalties that were alleged, or reasonably could have
9 been alleged, based on the facts stated in the Operative Complaint and the PAGA
10 Notice concerning alleged violations of the California Labor Code and the
11 California Industrial Welfare Commission Wage Orders during the PAGA Period
12 regarding: failure to pay minimum, regular, overtime and double time wages,
13 failure to provide meal periods, failure to authorize and permit rest periods, failure
14 to pay all wages during employment, failure to pay all wages at the time of
15 separation, failure to timely pay wages, failure to furnish accurate itemized wage
16 statements, failure to reimburse necessary business expenditures incurred in
17 discharge of duties, all of which includes, but is not limited to, the following:
18 Labor Code sections 201, 202, 203, 204, 205, 210, 218 including 218.5 and 218.6,
19 226, 226.3, 226.7, 256, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12 1194,
20 1194.2, 1197, 1197.1, 1198, 2802, 2810, and 2699 et. seq.; and IWC Wage Order
21 Nos. 4, 8, 13 & 14. (*Id.* at ¶ 5.1.)

22 b. “Released Parties” means: Defendant and each of its former and present
23 directors, officers, members, supervisors, managers, agents, employees,
24 representatives, owners, attorneys, insurers, predecessors, successors, assigns,
25 subsidiaries and affiliates, partners, clients/customers, and all of its client
26 employers, including but not limited to D’Arrigo Bros. Co., of California and
27 its officers, directors, shareholders, supervisors, managers, agents, employees,
28

representatives, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates. (*Id.* at ¶ 1.28.)

c. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. (*Id.* at ¶ 5.2.)

6. All payments due by Defendant for settlement of this Action will be made pursuant to the PAGA Settlement, the PAGA Approval Order, and this Final Judgment.

7. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Final Judgment will be construed as an admission or concession by any Party.

8. Based on the foregoing and in accordance with the PAGA Settlement, this Action is DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except as provided by the PAGA Settlement.

9. Pursuant to California Code of Civil Procedure section 664, this Court will retain jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

JUDGMENT IS SO ENTERED.

DATED:

Hon. Thomas W. Wills
Judge of the Monterey County Superior Court