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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] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

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

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] ORDER**

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 ORDERED AND DECREED AS FOLLOWS:**

11 1. The Court, for purposes of this Order, refers to all defined terms and provisions as set
12 forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon in
13 Support of Plaintiff’s Motion filed herewith.

14 2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted
15 and approved.

16 3. The Court finds that the terms of the PAGA Settlement are reasonable.

17 4. The Court finds the PAGA Settlement was the product of informed, non-collusive
18 negotiations conducted at arms’ length by the Parties. In making these findings, the Court considered
19 Defendants’ potential liability, the benefit to the State of California, allocation of settlement proceeds
20 among Aggrieved Employees, and the fact that the settlement represents a compromise of the Parties’
21 respective positions rather than the result of a finding of liability at trial. The Court further finds that
22 the terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further
23 prosecution are substantial and includes risks that (1) penalties would be reduced after evaluation of
24 the totality of the circumstances, or (2) that no penalties would be awarded for some or all of the
25 alleged violations.

1 5. The Released PAGA Claims shall bind the following individuals (“Aggrieved
2 Employees”): all non-exempt employees who worked for Defendant in California from December
3 28, 2020, to January 31, 2025.

4 6. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
5 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
6 claims being released under the terms of the PAGA Settlement. The California Labor and Workforce
7 Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online
8 submission process, and no objection has been received to the PAGA Settlement from the LWDA.

9 7. The obligations set forth in the PAGA Settlement are deemed part of this Order, and
10 the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms
11 and provisions.

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

- 15 a. Release by Aggrieved Employees: All Aggrieved Employees, including
16 Plaintiff, the State of California and the LWDA, are deemed to release, on behalf
17 of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties
19 from all claims for PAGA penalties that were alleged, or reasonably could have
20 been alleged, based on the facts stated in the Operative Complaint and the PAGA
21 Notice concerning alleged violations of the California Labor Code and the
22 California Industrial Welfare Commission Wage Orders during the PAGA Period
23 regarding: failure to pay minimum, regular, overtime and double time wages,
24 failure to provide meal periods, failure to authorize and permit rest periods, failure
25 to pay all wages during employment, failure to pay all wages at the time of
26 separation, failure to timely pay wages, failure to furnish accurate itemized wage
27 statements, failure to reimburse necessary business expenditures incurred in
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1 discharge of duties, all of which includes, but is not limited to, the following:
2 Labor Code sections 201, 202, 203, 204, 205, 210, 218 including 218.5 and 218.6,
3 226, 226.3, 226.7, 256, 510, 512, 558, 1021.5, 1174, 1174.5, 1182.12 1194,
4 1194.2, 1197, 1197.1, 1198, 2802, 2810, and 2699 et. seq.; and IWC Wage Order
5 Nos. 4, 8, 13 & 14. (*Id.* at ¶ 5.1.)

6 b. “Released Parties” means: Defendant and each of its former and present
7 directors, officers, members, supervisors, managers, agents, employees,
8 representatives, owners, attorneys, insurers, predecessors, successors, assigns,
9 subsidiaries and affiliates, partners, clients/customers, and all of its client
10 employers, including but not limited to D’Arrigo Bros. Co., of California and
11 its officers, directors, shareholders, supervisors, managers, agents, employees,
12 representatives, attorneys, insurers, predecessors, successors, assigns,
13 subsidiaries and affiliates. (*Id.* at ¶ 1.28.)

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

19 9. The PAGA Settlement is not an admission by Defendant, nor is this Order a finding
20 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA
21 Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA
22 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability
23 whatsoever by or against Defendant.

24 10. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, Plaintiff,
25 and the Administrator pursuant to the terms of the Settlement Agreement:

26 a. A payment in the amount of \$452,500.00, which is 75% of the PAGA Penalties
27 of \$603,333.34, payable to the LWDA for civil penalties, pursuant to PAGA;

- b. A payment in the amount of \$150,833.33, which is 25% of the PAGA Penalties of \$603,333.34, payable to the Aggrieved Employees on a pro rata basis for civil penalties, pursuant to PAGA;
- c. An award of \$331,666.66, payable to PAGA Counsel, for reasonable attorneys' fees, pursuant to PAGA;
- d. An award of \$25,000.00, payable to PAGA Counsel, for reasonable attorneys' costs, pursuant to PAGA;
- e. An award of \$5,000.00, payable to Plaintiff, as a PAGA Representative Service Payment; and
- f. A payment in the amount of \$30,000.00, payable to the Administrator, for settlement of administration costs.

11. The Court approves of the Notice of PAGA Settlement attached to the PAGA Settlement as "**Exhibit A**" to be sent by the Administrator to the Aggrieved Employees along with their respective Individual PAGA Payment.

12. The Court appoints Moon Law Group, PC as PAGA Counsel.

13. The Court appoints Phoenix Class Action Administration Solutions as the Administrator.

14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense, or liability relating to the Released PAGA Claims and shall be released from all claims as set forth in the PAGA Settlement and in this Order.

15. This Action is dismissed with prejudice.

16. 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.

1 17. The Court sets a Compliance Hearing re: Distribution on _____, **2026**
2 **at _____ a.m./p.m. in Department 15.** PAGA Counsel are ordered to file a final report and
3 declaration by the Administrator regarding settlement distribution no later than five (5) court days
4 prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the
5 Administrator's declaration reports that all the distributions under the Agreement are complete
6 **IT IS SO ORDERED.**

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8 DATED:

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

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