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

JUAN SOLARIO AGUILERA, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendant

Case No.: VCU293718

*[Assigned for All Purposes to the Hon.
David Mathias, Department 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion,
Motion for Final Approval, Declaration of
Juan Solario Aguilera , and [Proposed]
Order and Judgment]*

FINAL APPROVAL HEARING

Date: March 27, 2025

Time: 8:30 a.m.

Dept: 1

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA
2 Action Settlement (“Motion”) of Plaintiff Juan Solario Aguilera (“Plaintiff”). This Court issued
3 an Order Granting Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action
4 Settlement on approximately September 19, 2024. Plaintiff now seeks an Order and Judgment
5 Granting Final Approval of the same Class and PAGA Action Settlement ("Settlement") between
6 Plaintiff and Defendant NGC Construction, Inc. (“Defendant”), attached to the Declaration of Kane
7 Moon in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement as
8 **Exhibit 1.**

9 Having reviewed the Motion, the supporting Declaration of Kane Moon and Exhibits
10 therein (“Moon Decl.”), the supporting Declaration of Cassandra Polites on behalf of the
11 Settlement Administrator (“Polites Decl.”), the supporting Declaration of Plaintiff Juan
12 Solario Aguilera (“Aguilera Decl.”), the Joint Stipulation re: Class Action and PAGA
13 Settlement (“Settlement”), the records and files in the action, the absence of any written
14 objections or requests for exclusion from the Settlement, and good cause appearing,

15 **THE COURT HEREBY ORDERS AS FOLLOWS:**

16 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
17 set forth in the Settlement.

18 1. The Court has jurisdiction over all claims asserted in the action, Plaintiff, all
19 Settlement Class Members, all PAGA Employees, and Defendant.

20 2. The Settlement appears to have been made and entered into in good faith and
21 hereby approves the Settlement, subject to any limitations on the requested fees and
22 enhancements as set forth below.

23 3. For purposes of effectuating the Settlement, the following Class is hereby
24 certified: all non-exempt employees of Defendant who worked for Defendant in California from
25 September 28, 2021, through May 24, 2024. (Settlement, ¶¶ 1.5, 1.12).

26 4. For purposes of effectuating the Settlement, the following Aggrieved Employees
27 are hereby certified: all non-exempt employees of Defendants who worked for Defendants in
28 California from October 7, 2021, through May 24, 2024. (Settlement, ¶¶ 1.4, 1.30).

1 5. The Parties shall bear their own respective attorney’s fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 6. No Class Members have objected to the terms of the Settlement. (Polites Decl., ¶
4 12). No Class Members have requested exclusion from the Settlement. (Polites Decl., ¶ 11). No
5 Class Members have disputed the number of Workweeks. (Polites Decl., ¶ 13).

6 7. Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have,
7 by operation of this Final Order and Judgment, fully, finally and forever released, relinquished,
8 and discharged all Released Parties from all Released Class Claims and Released PAGA Claims
9 upon Defendants’ payment of all sums due pursuant to the Settlement, and except as to such
10 rights or claims as may be created by the Settlement, as stated in the Settlement and reproduced
11 here:

12 **a. Identity of Released Parties.** The releases shall extend to Defendant, together with
13 its present and former parents, subsidiaries, affiliated entities, commonly owned or
14 controlled entities, its present and former owners, board members, officers,
15 directors, trustees, shareholders, members, partners, employees, agents, insurers,
16 attorneys, representatives, heirs, executors, administrators, successors and assigns,
17 and any The releases shall extend to Defendant, together with its present and former
18 parents, subsidiaries, affiliated entities, commonly owned or controlled entities, its
19 present and former owners, board members, officers, directors, trustees,
20 shareholders, members, partners, employees, agents, insurers, attorneys,
21 representatives, heirs, executors, administrators, successors and assigns, and any
22 individual or entity to whom liability for the Released Claims, as defined herein,
23 could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego,
24 or other vicarious liability theory (collectively, the “Released Parties”).

25 **b. Effective Date.** The Released Claims and Released PAGA Claims will be effective
26 when both the following have occurred: the Court enters Judgment on its order
27 granting final approval of the Settlement, and (b) the Judgment is final. The
28 Judgment is final as of the latest of the following occurrences: (a) if no Participating

1 Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
2 one or more Participating Class Members objects to the Settlement, the day after
3 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal
4 from the Judgment is filed, the day after the appellate court affirms the Judgment
5 and issues a remittitur.

6 **c. Claims Released by Plaintiff.** Plaintiff and his respective former and present
7 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns generally, release and discharge Released Parties from all claims,
9 transactions, or occurrences, including, but not limited to: (a) all claims that were,
10 or reasonably could have been, alleged, based on the facts contained, in the
11 Operative Complaint and (b) all PAGA claims that were, or reasonably could have
12 been, alleged based on facts contained in the Operative Complaint, Plaintiff's
13 PAGA Notice, ("Plaintiff's Release.") Plaintiff's Release does not extend to any
14 claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, workers'
16 compensation benefits that arose at any time, or based on occurrences outside the
17 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
18 different from, or in addition to, the facts or law that Plaintiff now knows or believes
19 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
20 effective in all respects, notwithstanding such different or additional facts or
21 Plaintiff's discovery of them

22 **d. Claims Released by Participating Class Members.** All Participating Class
23 Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
25 release all claims alleged in the operative complaint, or which could have been
26 alleged based on the facts, allegations, and legal theories raised in the operative
27 complaint, and which arose during the Class Release Period and/or PAGA Release
28 Period, as applicable to the specific claim. Without limiting the foregoing, Released

1 Claims shall include any and all claims or causes of action regarding unpaid wages,
2 including but not limited to failure to pay minimum wages, straight time wages,
3 overtime compensation, double time compensation, and interest; failure to timely
4 pay regular and final wages; failure to provide compliant meal, rest, and/or recovery
5 periods; failure to pay premiums at all or at the correct rate for any violation of
6 meal, rest, and/or recovery period obligations; invalid meal period waivers or on-
7 duty meal period agreements; payment for all hours worked; wage statements and
8 paystubs, including wage statements and paystubs furnished or available in
9 physical, electronic, or other forms; failure to keep accurate records; unfair business
10 practices related thereto; and any and all related penalties, including recordkeeping
11 penalties, wage statement penalties, minimum wage penalties, waiting time
12 penalties, and other statutory or civil penalties associated with any of the foregoing.
13 Further, such Released Claims shall include, but are not limited to those claims
14 arising under California Labor Code sections 201, 202, 203, 204, 204b, 206, 207,
15 208, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246, subd. (i),
16 248.5, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698
17 et seq., and 2699 et seq., and/or those arising under the applicable Industrial Welfare
18 Commission Wage Order(s) (including but not limited to subsections 3, 4, 5, 7, 8,
19 9, 10, 11, 12, 18, and 20 of the applicable Wage Order(s), such as IWC Wage Order
20 5-2001 [including the provisions of the California Code of Regulations codifying
21 the applicable Wage Order(s)]), California Business Professions Code 17200 et seq.
22 (including, without limitation, §§17200 through 17208); California Civil Code
23 sections 3287 and 3289; California Code of Civil Procedure section 1021.5; all
24 claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive
25 and exemplary damages, penalties, restitution, interest, costs and attorneys' fees,
26 injunctive or equitable relief, and any other remedies available at law or equity, and
27 other amounts recoverable under said claims under California law; and any related
28 claims under the claims under the provisions of the Fair Labor Standards Act (29

USC §§201, et seq.) (“Released Claims”). Except as set forth in Section 5.3 of this Agreement, Participating 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.

e. Claims Released by Class Members Who Are Aggrieved Employees. All Class Members who are 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 Complaint and the PAGA Notice.

8. The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate and pay the Settlement Class Payments and PAGA Settlement Payments are fair and reasonable. The Settlement Administrator is authorized to pay the Settlement Class Payments and PAGA Settlement Payments to the Settlement Class Members and PAGA Employees in accordance with the terms of the Settlement.

9. Defendants shall pay the total of \$750,000.00 to resolve this litigation. Defendants will fund the settlement account within ninety (90) days after the Effective Date. (Settlement, ¶ 4.3). The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members within seven (14) calendar days of the receipt of funding. (Settlement, ¶ 4.4). Thereafter, Settlement Allocation shall be distributed to Settlement Class Members and effectuated pursuant to the terms of the Settlement.

10. From the Gross Settlement Amount, Defendants shall pay 75% (or a total of \$37,500.00) of the penalties awarded under the terms of the Settlement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and 25% (or a total of \$12,500.00) to individual PAGA Employees. (Settlement, ¶ 3.2.5).

11. The Court hereby confirms the appointment of Plaintiff Anna Cervantes as the Class

- 1 Representative for this matter. From the Gross Settlement Amount, Plaintiff is awarded
2 \$5,000.00 for his service as a class representative and for his agreement to release claims.
- 3 12. The Court hereby confirms Kane Moon, Enzo Nabiev, and Sandy Pham of Moon Law
4 Group, PC, as Class Counsel. The Court finds that the Class Counsel fees are reasonable
5 in light of the benefit provided to the Class. From the Gross Settlement Amount, Class
6 Counsel is awarded \$250,000.00 for their reasonable attorney's fees. (Settlement, ¶ 3.2.2).
7 Class Counsel is further awarded \$25,208.20 for their reasonable litigation costs incurred
8 in the action. (Settlement, ¶ 3.2.2; **Exhibit 4**). As with the Class Settlement Payments to
9 the Settlement Class Members, the attorney's fees and costs approved by the Court shall
10 be distributed by the Settlement Administrator to Class Counsel within fourteen (14)
11 calendar days of the receipt of settlement funds by the Settlement Administrator.
- 12 13. The Court approves Settlement Administration Costs in the amount of \$16,950.00.
13 (Polites Decl., ¶ 19, Moon Decl., ¶¶ 13, 17, **Exhibit 5**) From the Gross Settlement Amount,
14 Defendants shall pay such costs to the designated Administrator, ILYM Group, Inc.
- 15 14. The Notice provided to the Class conforms with the requirements of *California Rules of*
16 *Court* 3.766 and 3.769, and constitutes the best notice practicable under the
17 circumstances, by providing individual notice to all Class Members who could be
18 identified through reasonable effort, as well as due and adequate notice of the
19 proceedings and of the matters set forth therein to the Class Members. The Notice fully
20 satisfies the requirements of Due Process.
- 21 15. The Parties are ordered to have notice of this Final Order and Judgment sent to all
22 Settlement Class Members and PAGA Employees in accordance with *California Rules*
23 *of Court* 3.771 (b), along with Settlement Class Payments and PAGA Settlement
24 Payments issued via First Class U.S. mail to their last known addresses and to the
25 LWDA, pursuant to Labor Code § 2699(1)(3).
- 26 16. The Court shall retain jurisdiction with respect to all matters related to the administration
27 and consummation of the Settlement, and any and all claims asserted in, arising out of,
28 or related to the subject matter of the lawsuit, including, but not limited to, all matters

related to the Settlement and the determination of all controversies relating thereto.

17. If any Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds approved nonprofit organization or foundation consistent with Code of Civil Procedure § 384(b) named Valley Children's Hospital.

18. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is immediately appealable.

Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered in accordance with the terms of this Order. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on _____, 2026 at _____ in Department 1. Class Counsel is ordered to file a final report and declaration regarding distribution no later than _____.

IT IS SO ORDERED.

DATE: _____

Honorable David Mathias
Judge of the Tulare 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 725 S. Figueroa Street, 31st Floor,
7 Los Angeles, California 90017. On **March 4, 2025**, I served the foregoing document described
8 as:

9 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL**
10 **OF CLASS AND PAGA ACTION SETTLEMENT**

11 X by E-mailing ____ the original X a true copy to the following:

12 Ian B. Wieland
13 Charlie Hamamjian
14 Tristan Matthews
15 Dayana Ochoa
16 **SAGASER, WATKINS & KIELAND PC**
17 5260 N. Palm Avenue, Ste 400
18 Fresno, CA 93704
19 ian@sw2law.com
20 charles@sw2law.com
21 tristan@sw2law.com
22 dayana@sw2law.com

23 *Attorney for Defendant NGC Construction, Inc.*

24 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
25 California, by e-mail delivery on the parties listed herein at their most recent known e-
26 mail address or e-mail of record in this action.

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

Executed on **March 4, 2025**, at Los Angeles, California.

29 Katherine So

/s/ Katherine So

30 Name

Signature