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Attorney for Plaintiff ISIDORA E. ARGUETA and all other similarly situated persons

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ISIDORA E. ARGUETA, on behalf of
herself and all others similarly situated

Plaintiff,

v.

PIXIOR, LLC, a California Limited
Liability Company; COMMERCE
LOGISTIC CENTER, LLC, a California
Limited Liability Company; 26 CENTER
DISTRIBUTION, LLC, a California
Limited Liability Company; WORLD
KARMA, LLC, a California Limited
Liability Company, and DOES 1-100,
inclusive,

Defendants.

Lead Case No. BC666499
[Related Case No. BC671085]

Assigned for All Purposes to:
The Hon. Amy Hogue
SSC-7

NOTICE OF ENTRY OF JUDGMENT

Case Filed: July 28, 2017
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on May 7, 2021, the Honorable Amy Hogue in Department
3 SSC-7 of the Los Angeles Superior Court granted final approval of the class action settlement in
4 this action and issued Judgement. Attached hereto as **Exhibit A** is a true and correct copy of the
5 Judgment.

6
7 June 1, 2021

VERUM LAW GROUP, APC

8
9 /s/ Sam Kim

10 Sam Kim

11 Attorney for Plaintiff ISIDORA E. ARGUETA
12 and all other similarly situated persons
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EXHIBIT A

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 25 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Alfredo Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ISIDORA E. ARGUETA, on behalf of
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PIXIOR, LLC, a California Limited
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KARMA, LLC, a California Limited
Liability Company, and DOES 1-100,
inclusive,

Defendants.

Lead Case No. BC666499
[Related Case No. BC671085]

Assigned for All Purposes to:
The Hon. Amy Hogue
SSC-7

[PROPOSED] JUDGMENT

Hearing Date: May 7, 2021
Time: 3:00 p.m.

Case Filed: June 27, 2017
Trial Date: None Set

RECEIVED
MAY 11 2021
Room 106

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement
and Motion for Attorneys' Fees and Costs ("Final Approval Order"), IT IS ORDERED,
ADJUDGED, AND DECREED:

1. This Judgment is entered in accordance with and incorporates by reference the

1 Court's Order Granting Motion For Final Approval of Class Action Settlement and the
2 definitions in the Amended Joint Stipulation Re: Settlement of Class Action ("Settlement" or
3 "Settlement Agreement") attached as Exhibit A to the Declaration of Sam Kim in Support of
4 Plaintiff's Motion For Final Approval of Class Action Settlement filed on March 29, 2021, and
5 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.
6 Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby enters judgment
7 consistent with and expressly set forth in the Settlement Agreement in the above-entitled case
8 for Plaintiff Isidora E. Argueta and the Class Members.

9 2. Class Counsel shall file this Judgment, and provide the same to the Settlement
10 Administrator, who shall post the Judgment on the Settlement Administrator's website
11 (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7)
12 calendar days after Judgment. The Settlement Administrator shall post a copy of this signed
13 judgment for one hundred eighty (180) calendar days on its website in compliance with Rule
14 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of
15 this Judgment.

16 3. The Class Members bound by this Judgment include "all current and former
17 non-exempt Warehouse employees, who worked for Defendants Pixior, LLC, Commerce
18 Logistic Center, LLC and World Karma, LLC (collectively, the "Defendants") at any time
19 between June 27, 2013 to September 23, 2019, and who did not sign a general release"

20 4. There were no valid opt outs by any Class Member to the Settlement Agreement.

21 5. The Individual Settlement Payments to Class Members shall be made from the
22 Net Settlement Amount according to the terms of the Settlement Agreement. The Net
23 Settlement Amount is equal to the Gross Settlement Amount of \$300,000.00 minus the
24 following payments:

- 25 a. \$10,000.00 shall be paid to class representative Plaintiff, Isidora E. Argueta;
- 26 b. \$7,500.00 in settlement administration fees and costs shall be paid to Phoenix
27 Settlement Administrator for the fees and costs of administering the Settlement;
- 28 c. \$100,000.00 in attorney's fees shall be paid to Class Counsel;

1 d. \$15,000.00 in costs shall be paid to Class Counsel;

2 6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h)
3 of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over
4 this action, the Plaintiff, class members, and Defendants for the purposes of: (a) supervising
5 the implementation, enforcement, construction, and interpretation of the Settlement
6 Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of
7 amounts paid under this settlement.

8 7. The scope of the release for Class Member is as follows: "all claims alleged in
9 the Complaint, including the recovery of unpaid wages, the recovery of unpaid overtime wages,
10 the failure to provide meal periods, the failure to provide rest periods, the failure to timely
11 furnish accurate wage statements, violations of Labor Code § 203 and unfair business
12 practices." (the "Released Claims").

13 8. In addition, each Class Member will release Defendants, and all of their current
14 and former agents, officers, members, owners, shareholders, directors, attorneys, partners,
15 employees, including without limitation, Yassine Amallal, and their parent, subsidiary, related
16 and affiliated companies, affiliated entities (including 26 Center Distribution, LLC, as a related
17 and affiliated company), owners. (the "Released Parties").

18 9. The distribution of uncashed or undeliverable checks under the Settlement
19 Agreement will be to the Wage Justice Center.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21 **MAY 25 2021**

AMY D. HOGUE, JUDGE

22 Dated: _____

The Hon. Amy Hogue

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite
6 340, El Segundo, California 90245.

7 On June 1, 2021, I served the foregoing document(s), described as: **NOTICE OF ENTRY
8 OF JUDGMENT**, on each of the interested parties in this action by placing a true copy thereof
9 enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

10 Attorneys for Defendant(s)

11 *PIXIOR, LLC, COMMERCE LOGISTIC CENTER, LLC and WORLD KARMA, LLC*

12 **FARIVAR LAW & TAX FIRM, APC**

13 Fahim Farivar, Esq.
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19 **BROWN GEORGE ROSS LLP**

20 Peter W. Ross, Esq.
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28 Attorneys for Plaintiff

Isadora E. Argueta

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☒ **CASE ANYWHERE:** Based on a court order or an agreement of the parties to accept service
by electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at
the electronic notification addresses listed above (or on the attached service list). I did not receive,
within a reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct. Executed on **June 1, 2021**, at El Segundo, California.


Carla Flores