

01/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: E. Lopez Deputy

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Attorneys for Plaintiff, MARCOS CASAS, individually
and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARCOS CASAS, individually and on behalf
of other individuals similarly situated,

Plaintiff,

v.

MORRELL'S ELECTRO PLATING, INC., a
California corporation, and DOES 1 through
100, inclusive

Defendant.

CASE NO. 20STCV32116

Assigned to Hon. Elaine Lu, Dept. 26

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT**

DATE: December 13, 2022

TIME: 8:30 a.m.

DEPT.: 26

Complaint filed: August 20, 2020

FAC: filed January 22, 2021

Final Status Conference: May 23, 2022

Trial Date: May 31, 2022

1 Plaintiff's Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et*
3 *seq.*, brought by Plaintiff Marcos Casas ("Plaintiff") against Defendant Morrell's Electro Plating, Inc.
4 ("Defendant"). The Court, having considered the papers submitted in support of Plaintiff's unopposed
5 motion and the arguments of counsel, and having considered the Settlement and Release agreement
6 ("Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

7 1. The Court, for purposes of this Order, refers to all defined terms (*i.e.*, terms with initial
8 capitalization) as set forth in the Settlement Agreement.

9 2. The Court hereby grants approval of the Settlement, based on the terms set forth in the
10 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
11 approval of a settlement under PAGA, including the notice of the settlement having been properly
12 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
13 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
14 Agreement. The Court has not received any other objection to the Settlement Agreement.

15 3. The Court approves the Settlement in the amount of \$350,000.00.

16 4. The Aggrieved Employees are defined as means all non-exempt employees employed
17 by Morrell's Electro Plating, Inc. during the time period from August 20, 2019 through the date of the
18 Court's approval of settlement, or the day on which the number of pay periods being released exceeds
19 15,937 pay periods.

20 5. Administration costs of \$5,990.00 are approved and shall be paid to the Settlement
21 Administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

22 6. Plaintiff's counsel shall be awarded \$116,666.67 as attorneys' fees according to the
23 terms of the Settlement Agreement.

24 7. Plaintiff's counsel shall be awarded litigation costs of \$10,234.60 according to the
25 terms of the Settlement Agreement.

26 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
27 Defendant or any related persons or entities.

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1 9. Pursuant to PAGA, 75% of the Net Settlement Amount will be distributed to the
2 LWDA and 25% will be distributed to PAGA Settlement Members. (Lab. Code § 2699(i)).

3 10. According to the terms of the Settlement Agreement, as of the date the Settlement
4 becomes Final, each PAGA Settlement Member, in their capacity as private attorney general
5 “aggrieved employee” acting on behalf of himself and as a proxy or agent of the LWDA, shall fully
6 release and forever discharge the Released Parties¹ from all claims arising out of, relating to, or based
7 on any facts, transactions, events, policies, occurrences, acts, omissions, or failures to act that were
8 asserted in Plaintiff’s LWDA Letter dated August 20, 2020 and in the Plaintiff’s Complaint against
9 Defendant; and/or reasonably could have been asserted based upon the facts in the LWDA Letter and
10 Plaintiff’s Complaint, including but not limited to the PAGA claim for civil penalties related to
11 allegations of unpaid wages and overtime compensation, meal and rest break violations, untimely
12 final paychecks, inaccurate itemized wage statements, and failure to adopt standards to minimize
13 excessive indoor heat.

14 11. The Court hereby issues a Final Order entering judgment in favor of Plaintiff, the State
15 of California, and the PAGA Settlement Members in the amount of \$350,000.00 in accordance with
16 the terms of the Settlement Agreement.

17 12. Each PAGA Settlement Member is prohibited from ever asserting a claim released
18 under the Settlement Agreement, and from commencing or joining a lawsuit or adversary proceeding
19 against the Released Parties for the claims released under the Settlement Agreement on their own
20 behalf or as a representative of others.

21 13. This document shall constitute the final judgment in this action and the Court shall
22 retain jurisdiction over the parties to enforce its terms.

23 14. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and the determination of all controversies relating
25 thereto, pursuant to California Code of Civil Procedure section 664.6.

26 ¹ “Released Parties” means Defendant Morrell’s Electro Plating, Inc. and any present, former and future parents,
27 subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders,
28 attorneys, accountants, and agents, and any other successors, assigns and legal representatives and its related persons and
entities. This Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and
individuals.

1 15. According to the terms of the Settlement Agreement, neither the existence of the
2 Settlement nor anything contained in the Settlement shall be construed or deemed as an admission of
3 liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing therein shall
4 constitute an admission by Defendant that the Lawsuit was properly brought as a representative action,
5 other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of the
6 Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of
7 the Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be
8 used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the
9 truth of any of the factual allegations in the operative complaint in the Lawsuit; (b) are not, shall not
10 be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the
11 part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative
12 agency or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission
13 or evidence of the appropriateness of these or similar claims for representative treatment, or
14 administration other than for purposes of administering the Settlement; and (d) shall not constitute or
15 be deemed a waiver of any of Defendant's right to compel arbitration of any dispute with PAGA
16 Settlement Members that are not the subject of the releases in the Settlement Agreement.

17 16. This Order is intended to be a final disposition of the Lawsuit in its entirety and
18 judgment shall be entered in accordance therewith.

19 Dated: 01/03/2023



HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

- On October 24, 2022, I served the foregoing documents described as
- 1) **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT**
 - 2) **DECLARATION OF MARCUS J. BRADLEY**
 - 3) **DECLARATION OF MARCO CASAS**
 - 4) **DECLARATION OF PROPOSED ADMINISTRATOR SEAN HARTRANFT**
 - 5) **[PROPOSED] ORDER AND JUDGMENT**

on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

[X] **(BY E-MAIL)** On the above date, I served the above-mentioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive any indication that the transmission was in error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed October 24, 2022, at Westlake Village, California.



Suzette Boucher

Casas v. Morrell's Electro Plating, Inc., et al.
Los Angeles County Superior Court
Case No.: 20STCV32116

Service List

Joshua Mizrahi, Esq. Michael Wachtell, Esq. Graham Lambert, Esq. BUCHALTER A Professional Corporation 1000 Wilshire Blvd Ste 1500 Los Angeles, CA 90017-1730 Tel: (213) 891-0700 Facsimile: (213) 896-0400 Email: jmizrahi@buchalter.com MWACHTELL@buchalter.com glambert@buchalter.com	Attorneys for Defendant, MORRELL'S ELECTRO PLATING, INC.
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