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

MARIA ESTRADA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

DYNACAST, LLC, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV12876

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Laura A. Seigle, Dept. 17

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff Maria Estrada, (4) the
Declaration of Mary Butler, and (5)
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: March 13, 2025

Time: 9:00 a.m.

Dept: 17

Action Filed: June 6, 2023

FAC Filed: September 27, 2023

Trial Date: Not set

[PROPOSED] FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On October 3, 2024, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Maria Estrada ("Plaintiff") and Defendant Dynacast, LLC ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on July 10, 2024.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.
2. Plaintiff's Motion for Final Approval came before Department 17 of this Court, the Honorable Laura A. Seigle presiding, on March 13, 2025.
3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
8 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
9 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following class (the “Class
11 Members”): All persons who worked for Defendant as a non-exempt, hourly employee in California
12 at any time during the Class Period. The “Class Period” means the period June 6, 2019 through
13 August 31, 2024.

14 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
15 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
16 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
17 from the Settlement do not apply to the Released PAGA Claims.

18 6. The Released PAGA Claims shall bind the following individuals (“Aggrieved
19 Employees”): All persons who worked for Defendant as a non-exempt, hourly employee in California
20 at any time during the PAGA Period. The “PAGA Period” means the period from June 6, 2022
21 through August 31, 2024.

22 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
23 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
24 with respect to the Released PAGA Claims being released under the Settlement. The Court further
25 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
26 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
27 therefore bound by this Final Approval Order.

28 8. The deadline to submit a Request for Exclusion or to submit written objections to the

1 Settlement was December 31, 2024.

2 9. No Requests for Exclusion were received. Accordingly, all 150 Class Members
3 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

4 10. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
6 opportunity to object to the Settlement. No written objections were received, and no Class Members
7 appeared at the Final Approval Hearing to present any objections.

8 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
9 Court Approval (the "Class Notice"), which was attached as Exhibit A to the Settlement and provided
10 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
11 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 12. Release of Claims. Effective on the date when Defendant fully fund the entire Gross
17 Settlement Amount and the Court enters an order granting Final Approval of this Settlement,
18 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
19 follows:

20 a. Released Parties. "Released Parties" means: Defendant and its subsidiaries and/
21 or parent corporations, predecessors and successors, as well as their divisions,
22 affiliates, past and present officers, owners, predecessors, directors, employees,
23 agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit
24 plans, private investigators and each and all of the foregoing persons' heirs,
25 assigns, executors, administrators and successors, or any of them, or anyone
26 claiming by, through, under or on behalf of any of them.

27 b. Plaintiff's Release. Plaintiff and her respective former and present spouses,
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences that occurred to the end of the Class Period arising out of Plaintiff's
3 employment with Defendant, including, without limitation, tort claims, contract
4 claims, common law claims, and claims under Title VII of the Civil Rights Act
5 of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Civil Rights Act
6 of 1991, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the
7 Rehabilitation Act of 1973, 42 U.S.C. Section 1981, the Americans with
8 Disabilities Act, the Equal Pay Act of 1963, the Pregnant Workers' Fairness Act,
9 the California Fair Employment and Housing Act, the California Pregnancy
10 Disability Leave law, the Family and Medical Leave Act, the California Family
11 Rights Act, the Age Discrimination in Employment Act, the Healthy Workplace
12 Healthy Family Act of 2014, the Employee Retirement Income Security Act, as
13 amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as
14 amended, the Occupational Safety and Health Act, the Immigration Reform and
15 Control Act, the Worker Adjustment and Retraining Notification Act of 1988, the
16 Health Insurance Portability and Accountability Act of 1996, the National Labor
17 Relations Act of 1935, the Fair Labor Standards Act, the California Labor Code,
18 the California Private Attorneys' General Act (Labor Code Section 2698, et seq.),
19 any Wage Orders issued by the California Industrial Welfare Commission, the
20 California Business and Professions Code, and any other similar laws or
21 regulations of any state, local, or federal governmental entity. ("Plaintiff's
22 Release"). Plaintiff's Release does not extend to any claims or actions to enforce
23 this Agreement, or to any claims for vested benefits, unemployment benefits,
24 disability benefits, social security benefits, or workers' compensation benefits.
25 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
26 in addition to, the facts or law that Plaintiff now knows or believes to be true but
27 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
28 respects, notwithstanding such different or additional facts or Plaintiff's

discovery of them.

c. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, primary rights, and causes of action that were alleged, or reasonably could have been alleged, based on the facts or theories alleged in the Operative Complaint or ascertained in the course of the Action, including claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices (Bus. & Prof. Code § 17200, et seq.). Excluded from this portion of the release are 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. 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.

d. Release 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, rights, demands, liabilities, primary rights, and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

13. The Parties shall bear their own respective attorneys' fees and costs, except as

otherwise provided for in the Settlement and approved by the Court.

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant is ordered to fully fund the Gross Settlement Amount (**\$485,000.00**), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

16. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

17. A total amount of \$20,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$15,000.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$5,000.00**) to Aggrieved Employees (the "Individual PAGA Payments").

18. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for her role and service as the Class Representative, for the risks and work attendant to that role, and for her general release of claims and waiver of section 1542 rights.

19. The Court confirms the appointment of Kane Moon and Lilit Ter-Astvatsatryan of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class

Members, or the Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of **\$161,666.67** for reasonable attorneys' fees ("Class Counsel Fees Payment"), and of **\$19,826.02**, for reimbursement of out-of-pocket costs ("Class Counsel Litigation Expenses Payment"). The Court finds that these amounts are reasonable considering the benefits provided to the Class.

20. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Administrator of **\$6,561.00** ("Administration Expenses Payment"), payable from the Gross Settlement Amount, for settlement administration.

21. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall transmit those amounts to the California State Controller's Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement check prior to the void date.

22. In accordance with California Rule of Court 3.771(b), notice of the concurrently filed Judgment will be given to the Class by the Administrator, who will post an electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

23. This Final Approval Order and the concurrently filed Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

24. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

25. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26. The Settlement is finally approved but is not an admission by Defendant of the

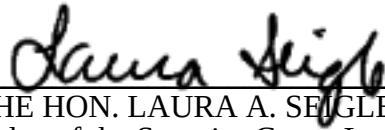
1 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
2 law. Neither the Settlement nor any related document shall be offered or received in evidence in
3 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
4 necessary to consummate or enforce the Settlement.

5 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on April
6 10, 2026 at _____ : _____ a.m./p.m. in Department 17. Class Counsel are ordered to file a final report
7 and declaration by the Administrator regarding settlement distribution no later than five (5) court
8 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
9 if the Administrator's declaration reports that all the distributions under the Agreement are complete.

10 **IT IS SO ORDERED.**

11 DATE: 03/13/2025





THE HON. LAURA A. SEIGLE
Judge of the Superior Court, Los Angeles County
Laura A. Seigle / Judge

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

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[✓] **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

Karen Castillo

Type or Print Name

/s/ Karen Castillo
Signature