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FILED
Superior Court of California
County of Los Angeles
10/03/2024

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

**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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, and the
Declarations of Kane Moon and Plaintiff Estrada
in Support of Motion]*

PRELIMINARY APPROVAL HEARING:

Date: October 3rd

Time: 9:00 a.m

Dept.: 17

Action Filed: June 6, 2023

FAC Filed: September 27, 2023

Trial Date: Not set

1 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

2 The Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action
3 and PAGA Settlement, the accompanying Memorandum of Points and Authorities, the supporting
4 Declarations of Kane Moon and Plaintiff Maria Estrada (“Plaintiff”), and good cause appearing,
5 **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

6 1. The Court grants preliminary approval of the proposed Settlement and the
7 Settlement Class based upon the terms set forth in the Class Action and PAGA Settlement
8 Agreement and Class Notice (the “Settlement”) attached as **Exhibit 1** to the Declaration of Kane
9 Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
10 Settlement. The Court finds, on a preliminary basis, that the Settlement appears to be fair,
11 adequate, and reasonable, and thus, meets the requirements for preliminary approval. The Court
12 also preliminarily finds that the terms of the Settlement appear to be within the range of possible
13 approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

14 2. The Settlement falls within the range of reasonableness of a settlement which could
15 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
16 only to any objections that may be raised before and/or at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant Dynacast, LLC, (“Defendant”) (together
18 with Plaintiff, the “Parties”) agree to create a common, non-reversionary gross fund of
19 \$485,000.00 (the “Gross Settlement Amount”), and in addition to Defendant’s employer’s payroll
20 taxes owed on the wage portions of Individual Class Payments, to cover (a) Individual Class
21 Payments to Participating Class Members; (b) Administration Expenses Payment of up to
22 \$6,561.00; (c) PAGA Penalties of \$20,000.00 for settlement of claims for civil penalties under the
23 Private Attorneys General Act, Labor Code sections 2698, *et seq.* (“PAGA”), and distributed as
24 25% (\$5,000.00) to Aggrieved Employees and 75% (\$15,000.00) to the California Labor and
25 Workforce Development Agency (the “LWDA”); (d) the Class Representative Service Payment
26 of up to \$10,000.00 to Plaintiff; (e) the Class Counsel Fees Payment of not more than thirty-three
27 and one third percent (33 1/3%) of the Gross Settlement Amount (currently estimated to be
28 \$161,666.67); and (f) the Class Counsel Litigation Expenses Payment for reimbursement of

litigation expenses up to \$22,000.00.

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith and meets the requirements for preliminary approval.

4. A final approval hearing on the question of whether the proposed Settlement, Class Counsel's attorneys' fees and costs, Settlement Administration Costs, the PAGA Payment, and the Class Representative Service Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following class ("Class Members"): All persons who worked for Defendant as a non-exempt, hourly employee in California at any time during the Class Period. The "Class Period" means the period from June 6, 2019, through the date of preliminary approval or August 31, 2024, whichever occurs sooner. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

6. Further, the Court provisionally certifies, for settlement purposes only, the following "Aggrieved Employees": all persons who worked for Defendant as a non-exempt, hourly employee in California at any time during the PAGA Period. The "PAGA Period" means the period from June 6, 2022, through the date of preliminary approval or August 31, 2024, whichever occurs sooner.

7. Release of Claims. Effective on the date when Defendant fully fund the entire Gross

1 Settlement Amount and the Court enters an order granting Final Approval of this Settlement, Plaintiff, Class
2 Members, and Class Counsel will release claims against all Released Parties as follows:

3 a. Released Parties. “Released Parties” means: Defendant and its subsidiaries and/ or parent
4 corporations, predecessors and successors, as well as their divisions, affiliates, past and
5 present officers, owners, predecessors, directors, employees, agents, shareholders,
6 fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators and
7 each and all of the foregoing persons’ heirs, assigns, executors, administrators and
8 successors, or any of them, or anyone claiming by, through, under or on behalf of any of
9 them.

10 b. Plaintiff’s Release. Plaintiff and her respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
12 release and discharge Released Parties from all claims, transactions, or occurrences that
13 occurred to the end of the Class Period arising out of Plaintiff’s employment with
14 Defendant, including, without limitation, tort claims, contract claims, common law claims,
15 and claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights
16 Act of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act,
17 the Equal Pay Act of 1973, the Rehabilitation Act of 1973, 42 U.S.C. Section 1981, the
18 Americans with Disabilities Act, the Equal Pay Act of 1963, the Pregnant Workers’
19 Fairness Act, the California Fair Employment and Housing Act, the California Pregnancy
20 Disability Leave law, the Family and Medical Leave Act, the California Family Rights
21 Act, the Age Discrimination in Employment Act, the Healthy Workplace Healthy Family
22 Act of 2014, the Employee Retirement Income Security Act, as amended, the Consolidated
23 Omnibus Budget Reconciliation Act of 1985, as amended, the Occupational Safety and
24 Health Act, the Immigration Reform and Control Act, the Worker Adjustment and
25 Retraining Notification Act of 1988, the Health Insurance Portability and Accountability
26 Act of 1996, the National Labor Relations Act of 1935, the Fair Labor Standards Act, the
27 California Labor Code, the California Private Attorneys’ General Act (Labor Code Section
28 2698, et seq.), any Wage Orders issued by the California Industrial Welfare Commission,

1 the California Business and Professions Code, and any other similar laws or regulations of
2 any state, local, or federal governmental entity. (“Plaintiff’s Release”). Plaintiff’s Release
3 does not extend to any claims or actions to enforce this Agreement, or to any claims for
4 vested benefits, unemployment benefits, disability benefits, social security benefits, or
5 workers’ compensation benefits. Plaintiff acknowledges that Plaintiff may discover facts
6 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes
7 to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in
8 all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of
9 them.

10 c. Release by Participating Class Members. All Participating Class Members, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, release Released Parties from all claims, rights,
13 demands, liabilities, primary rights, and causes of action that were alleged, or reasonably
14 could have been alleged, based on the facts or theories alleged in the Operative Complaint
15 or ascertained in the course of the Action, including claims for (1) Failure to Pay Minimum
16 Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods;
17 (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary
18 Business Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to
19 Provide Accurate Itemized Wage Statements; and (8) Unfair Business Practices (Bus. &
20 Prof. Code § 17200, et seq.). Excluded from this portion of the release are claims for PAGA
21 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
22 Period facts stated in the Operative Complaint, and the PAGA Notice. Except as set forth
23 in Section 5.3 of this Agreement, Participating Class Members do not release any other
24 claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security,
26 workers’ compensation, or claims based on facts occurring outside the Class Period.

27 d. Release by Class Members Who Are Aggrieved Employees. All Class Members who
28 are Aggrieved Employees are deemed to release, on behalf of themselves and their

1 respective former and present representatives, agents, attorneys, heirs, administrators,
2 successors, and assigns, the Released Parties from all claims, rights, demands, liabilities,
3 primary rights, and causes of action for PAGA penalties that were alleged, or reasonably
4 could have been alleged, based on the facts stated in the Operative Complaint and the
5 PAGA Notice.

6 8. The Court, for purposes of this Preliminary Approval Order, hereby refers to and
7 adopts all terms and definitions as set forth in the Settlement.

8 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
9 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
10 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and
11 fact that are common, or of general interest, to all Settlement Class Members, which predominate
12 over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class
13 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the
14 Settlement Class Members; and (5) a class action is superior to other available methods for the
15 fair and efficient adjudication of the controversy.

16 10. The Court appoints, for settlement purposes only, Plaintiff as the "Class
17 Representative." The Court approves, on a preliminary basis, payment of a Class Representative
18 Service Award to Plaintiff of up to \$10,000.00 from the Gross Settlement Amount, in addition to
19 the amount she is eligible to receive as a Class Member, for her contributions and participation in
20 the litigation, for the risks and duties attendant to her role as the Class Representative, and for her
21 general release of claims against the Released Parties. To the extent the final amount awarded is
22 less, the remainder will be retained in the Net Settlement Amount for distribution to Participating
23 Class Members.

24 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
25 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability
26 to request attorneys' fees of up to thirty-three and one third percent (33 1/3%) of the Gross
27 Settlement Amount (currently estimated to be \$161,666.67), as well as reimbursement for actual
28 costs not to exceed \$22,000.00, payable from the Gross Settlement Amount. To the extent actual

costs are less and/or the final amounts awarded for fees and/or costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints Simpluris as the “Settlement Administrator” with payment, payable from the Gross Settlement Amount, for administration costs not to exceed \$6,561.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

13. The Settlement Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, to Class Members. Class Members shall not be required to submit a claim form to receive individual settlement payments.

14. The Court approves the Class Notice in substantially similar form and content as is attached to the Settlement as **Exhibit 1**. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Settlement Administrator are ordered to carry out the Settlement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Preliminary Approval Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendant
Response Deadline for Class Members	Within 60 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed Class Notices)

Last Day to File a Motion For Final Settlement Approval	At least 16 court days before the Final Approval Hearing: February 19, 2025
Final Approval Hearing	March 13, 2025 at 9 a.m.

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 10/03/2024



Laura Seigle

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