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

JOSE MORENO, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

WILCOX MACHINE CO., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV29281

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date

Date: January 27, 2025
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: November 30, 2023
FAC Filed: April 29, 2024
Trial Date: not set

[PROPOSED] ORDER

This matter came on for hearing on January 27, 2025 at 9:00 a.m. in Department 6 of the above-entitled Court, the Honorable Elihu M. Berle presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiff Jose Moreno ("Plaintiff") and Defendant Wilcox Machine Co. ("Defendant", and together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$191,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$63,666.67 allocated to Attorneys' Fees; (b) \$25,000.00 allocated to litigation costs; (c) \$7,500.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to Plaintiff as a Service Award.

(a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of Sixty-Three Thousand Six Hundred Sixty Six Hundred Dollars and Sixty Seven Cents (\$63,666.67), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of Eighteen Thousand Seventy Dollars and Eighty Nine Cents (\$18,070.89), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, ILYM Group, Inc., for its reasonable costs and fees to administer the Settlement, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to be paid from the Gross Settlement Amount.

(d) The Court approves Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from January 30, 2023 to November 5, 2024.

5. “Aggrieved Employees” are defined as a person employed by Defendant in California and classified as a non-exempt or hourly-paid employee who worked for Defendant during the PAGA Period.

6. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 14 days of the Effective Date.

8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved Employees’ share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will multiply the result in Part A by each Aggrieved Employee’s PAGA Period Pay Periods.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

1 10. Pursuant to the Settlement, the Court dismisses the class claims without prejudice
2 pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification
3 and no notice has been sent to putative class members, dismissal of the class claims without
4 prejudice is appropriate.

5 11. Under California Code of Civil Procedure section 664.6, the Court retains
6 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
7 terms.

8 12. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
9 days of the entry of the Order.

10 13. The above-referenced action and all claims asserted by Plaintiff individually and in
11 a representative capacity are hereby dismissed with prejudice.

12 14. Plaintiff shall give notice.

13
14
15 DATE: _____

Honorable Hon. Elihu M. Berle
Los Angeles County Superior Court