

Peter Horton (SBN 227678)
Peter.horton@wilshirelawfirm.com
Brooke Wilkinson Waldrop (SBN 314486)
Brooke.waldrop@wilshirelawfirm.com
Benjamin J. Walden (SBN 352483)
Benjamin.walden@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
04/29/2025
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

**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
Assigned to: Hon. Elihu M. Berle, Dept. 6
Complaint Filed: November 30, 2023
Trial Date: Not set.

PAGA REPRESENTATIVE ACTION

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

OSC re: Compliance
Hearing Date: September 2, 2025
Hearing Time: 8:30 AM
Hearing Dept.: 6, Spring Street Courthouse

This matter came on for hearing on March 26, 2025, at 10:00 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"), with no objections having been filed and no objectors being present, 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 1. The Court finds that the settlement is fair, reasonable, and adequate.

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

4 3. The Net Settlement Amount means the Gross Settlement Amount minus the following:
5 (a) \$63,666.67 allocated to Attorneys' Fees; (b) \$18,070.89 allocated to litigation costs; (c) \$7,500.00
6 allocated to Settlement Administrator Costs; and (d) \$5,000.00 allocated to Plaintiff as a Service
7 Award.

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

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

15 (c) The Court approves payment to the Settlement Administrator, ILYM Group,
16 Inc., for its reasonable costs and fees to administer the Settlement, in the amount
17 of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to be paid
18 from the Gross Settlement Amount.

19 (d) The Court approves Five Thousand Dollars and Zero Cents (\$5,000.00) to be
20 paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and
21 representative for other PAGA Employees and the State of California, to be paid
22 from the Gross Settlement Amount.

23 4. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce
24 Development Agency ("LWDA"); and 25% is allocated to the Individual PAGA Payments.

25 5. The "PAGA Period" is defined as the period from January 30, 2023, to November 5,
26 2024.

27 6. "Aggrieved Employees" are defined as a person employed by Defendant in California

1 and classified as a non-exempt or hourly-paid employee who worked for Defendant during the PAGA
2 Period.

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

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

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

16 10. The Court directs the Parties and the Settlement Administrator to carry out the terms of
17 the Settlement.

18 11. Pursuant to the Settlement, the Court dismisses the class claims without prejudice
19 pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification
20 and no notice has been sent to putative class members, dismissal of the class claims without prejudice
21 is appropriate.

22 12. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
23 over the Parties to enforce the Settlement until performance in full of the Settlement’s terms.

24 13. Plaintiff’s counsel shall submit a copy of this Order to the LWDA within seven (7) days
25 of the entry of the Order.

26 14. The class claims against Defendant are hereby dismissed without prejudice.

27 15. The claims asserted by Plaintiff individually and in a PAGA-representative capacity on

1 behalf of aggrieved employees are hereby dismissed with prejudice.

2 16. The Court hereby schedules an Order to Show Cause Re: Compliance with the Terms
3 of the PAGA Settlement for September 2, 2025, at 8:30 AM in Department 6 of the Spring Street
4 Courthouse.

5 17. The Parties are ordered to meet and confer and file a joint status report and a declaration
6 from the administrator by August 22, 2025, advising the Court of the status of the distribution of
7 settlement funds.

8 18. Plaintiff is directed to give notice and post a copy of same on the Parties' electronic
9 service website.

10 DATE: 04/29/2025



Elihu M. Berle

Honorable Elihu M. Berle
Elihu M. Berle / Judge
Judge of the Superior Court