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FILED
Superior Court of California
County of Los Angeles

AUG 24 2021

Herri R. Carr... Clerk
Alfredo Morales deputy
ALFREDO MORALES

7 Attorneys for Plaintiff Mark Pereida

RECEIVED

AUG 18 2021

FILING WINDOW

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

12 MARK PEREIDA, individually, and on behalf of
13 all others similarly situated,

14 *Plaintiff,*

15 vs.

16 MORSCO SUPPLY, LLC, a limited liability
company; EXPRESS PIPE & SUPPLY CO.,
17 LLC, a limited liability company; and DOES 1
through 10, inclusive,

18 *Defendants.*

Case No.: 20STCV05543

[Hon. Amy D. Hogue, Dept. SSC-07]

CLASS ACTION

**[AMENDED PROPOSED] JUDGMENT
FOLLOWING ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 24, 2021

Time: 11:00 a.m.

Courtroom: SSC-07

Judge: Hon. Amy D. Hogue

Action Filed: February 13, 2020

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff MARK PEREIDA (“Plaintiff”) and Defendant MORSCO SUPPLY, LLC et al,
3 (“Defendants”) (collectively, the “Parties”) have reached terms of settlement for a putative class action.
4 On August 24, 2021, the Court issued an Order granting Plaintiff’s motion for final approval of a
5 proposed class action settlement of the claims asserted against Defendant in this action (“Final Approval
6 Order”). The settlement is memorialized in the FIRST AMENDED JOINT STIPULATION AND
7 CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE (*see*
8 Declaration of H. Scott Leviant In Support of Plaintiff’s Motion for Final Approval of Class Action
9 Settlement [“Leviant Decl.”], at Exh. 1). The FIRST AMENDED JOINT STIPULATION AND CLASS
10 AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE is referred to
11 herein as the “Settlement.”

12 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
13 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
14 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

15
16 **JUDGMENT**

17 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
18 entered whereby the Plaintiff, all Settlement Class Members, and all PAGA Employees shall take
19 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

20 The Settlement Class Members are:

21 Any employees who, like Plaintiff, worked for Defendant in California at any time
22 during the Class Period as hourly paid, non-exempt employees except those employees
23 that signed severance and release agreements during December 1, 2018 through June
30, 2021 (the Class Period is December 1, 2018 through June 30, 2021).

24 Excluded from the Settlement Class are: Adam Brown, Leticia Magana, and Mark Soares. All other
25 Class Members are Participating Class Members.

26 The PAGA Employees are:

27 All Class Members employed at any time during the period of February 13, 2019
28 through June 30, 2021.

1 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
2 follows:

3 "Released Parties" means Defendant Morsco Supply, LLC (d/b/a Express Pipe & Supply
4 Co., LLC) its past or present officers, directors, shareholders, employees, agents, principals,
5 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their
6 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.
7 (Settlement, ¶ 2.46.)

8 On the later of the Effective Date or the full funding of the Settlement as set forth in
9 Paragraph 4.9 [of the Settlement], and to the maximum extent permitted by law, Plaintiff and all
10 Class Members who do not timely and properly opt-out hereby do, and shall be deemed to have
11 fully, finally, and forever released, settled, compromised, relinquished and discharged any and all
12 of the Released Parties of and from all of the following claims, demands, rights, liabilities and
13 causes of action that were asserted in the operative complaint in the Action or that could have
14 been asserted based on the claims and factual allegations in the operative complaint in the
15 Action, excluding the PAGA Claim but including (1) any claims, demands, rights, liabilities and
16 causes of action for damages, interest, attorney's fees and costs, injunctive relief, declaratory
17 relief, restitution, or fraudulent business practices based on unpaid wages (including but not
18 limited to minimum wages, straight time wages, and overtime pay), failure to provide meal
19 periods, failure to permit rest breaks, failure to reimburse business expenses, failure to maintain
20 accurate records; failure to furnish accurate wage statements, and failure to pay all wages during
21 employment and at the time of termination; and (2) any claims, demands, rights, liabilities and
22 causes of action for damages, interest, attorney's fees and costs, injunctive relief, declaratory
23 relief, restitution, or fraudulent business practices under California Labor Code sections 201
24 through 204, 210, 212, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
25 1194.2, 1197, 1197.1, 1198, and related provisions contained in the California Wage Orders; and
26 the California Business and Professions Code predicated on such Labor Code sections and
27 California Wage Orders, including but not limited to Business and Professions Code section
28 17200 et seq. With respect to the PAGA Claim, all PAGA Employees, regardless of whether

1 they opt-out of the Class Settlement, shall be deemed to have fully, finally, and forever released,
2 settled, compromised, relinquished and discharged any and all of the Released Parties of and
3 from the PAGA Claim based in whole or in part on the factual or legal allegations and/or claims
4 in the Complaint and/or Plaintiff's February 11, 2020 LWDA Letter. All claims set forth in this
5 Paragraph shall be collectively referred to as the "Released Claims" or "Settled Claims."
6 (Settlement, ¶ 5.4.)

7 Release of PAGA Claims. Upon the Court's approval of the PAGA Settlement and this
8 release of PAGA Claims, Plaintiff and the PAGA Employees and all persons purporting to act on
9 the PAGA Employees' behalf or purporting to assert a claim under or through them, hereby do
10 and shall be deemed to have fully, finally, and forever released, settled, compromised,
11 relinquished and discharged any and all of the Released Parties of and from any and all PAGA
12 claims premised in whole or in part on any of the claims set forth in sections 5.4 above that arose
13 at any time from February 13, 2019 (collectively, the "PAGA Claims") through June 30, 2021 or
14 the date upon which the Court grants Preliminary Approval of this Settlement, whichever is
15 sooner, to the extent the PAGA claims were alleged in the Second Amended Complaint. The
16 PAGA Employees will be issued a check for their share of the PAGA Employee Payment and
17 will not have the opportunity to opt out of, or object to, the PAGA Settlement and release of the
18 PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the
19 PAGA Claims regardless of whether they cash their PAGA Payment Check. (Settlement, ¶ 5.5.)
20

21 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
22 Approval Order, according to the deadlines specified in the Settlement.

23 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
24 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
25 Settlement Class Members, and Defendant, for the purposes of:

- 26 (a) supervising the implementation, enforcement, construction, and interpretation of the
27 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
28 and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED.

Dated: _____

8-24-21



Hon. Amy D. Hogue
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[AMENDED PROPOSED]**
6 **JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓]
8 to interested parties as follows [or] [] as stated on the attached service list:

9 KEITH A. JACOBY, Bar No. 150233
10 RACHAEL LAVI, Bar No. 294443
11 LAUREN S. SCHWARTZ, Bar No. 312253
12 LITTLER MENDELSON, P.C.
13 2049 Century Park East
14 5th Floor
15 Los Angeles, CA 90067.3107
16 Telephone: 310.553.0308
17 Fax No.: 310.553.5583

18 *Counsel for Defendant*

19 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
20 electronic service, I caused the documents to be sent to the persons at the electronic service addresses
21 listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
23 correct. Executed this **August 17, 2021**, at Los Angeles, California.

24 H. Scott Leviant
25 Type or Print Name

26 
27 Signature