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Attorneys for Plaintiff, JASMIN CHUA
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JASMIN CHUA, and on behalf of all others
similarly situated,

Plaintiffs,

v.

KSL ASSOCIATE GROUP, INC. d/b/a KISCO
SENIOR LIVING, a Delaware Corporation, and
DOES 1-10, inclusive,

Defendants.

Case No. CVRI2105259
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Harold Hopp
DEPT: 1

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

1 Plaintiff Jasmin Chua's ("Plaintiff") Unopposed Motion for an Order: (1) granting
2 approval, pursuant to California Labor Code § 2698 *et seq.*, of the proposed settlement of claims
3 set forth in the parties' Settlement and Release ("Settlement Agreement"); (2) appointing
4 Simpluris, Inc. as the Settlement Administrator and approving payment of its fees from the Gross
5 Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the
6 terms of the Settlement Agreement; (4) requesting payment of attorneys' fees and litigation costs
7 from the Gross Settlement Amount to Plaintiff's counsel; on for hearing before this Court in
8 Department 1, the Honorable Hon. Harold W. Hopp presiding, on February 26, 2025.

9 Having reviewed the Settlement Agreement and duly considered the parties' papers and
10 oral argument, and good cause appearing,

11 THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

12 1. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement. A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the
14 Declaration of Anthony Draper filed on December 31, 2024.

15 2. This Court has jurisdiction over the claims of the Covered Employees and the
16 State of California asserted in this proceeding and over all parties to the Action.

17 3. The Court finds that the Settlement was entered into in good faith, that the
18 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
19 applicable requirements for approval of PAGA representative actions under California law. The
20 Court finds that the Gross Settlement Amount of \$315,000 represents a fair compromise of the
21 claims alleged in the Action, considering the maximum potential value of the claims asserted and
22 the risks inherent in further litigation.

23 4. The Court has considered the authorities and evidence presented by Plaintiff and
24 based thereon hereby approves the following awards and deductions from the Gross Settlement
25 Fund:
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1 a. To Plaintiff's counsel, James Hawkins, APLC, an award of \$ 110,250 in
2 attorney fees and \$14,312.32 in costs. The Court finds that these amounts are fair and reasonable
3 and commensurate with applicable California law.

4 b. Appoint Simpluris, Inc., the Parties' proposed settlement administrator,
5 and payment of up to \$7,000 to administer the Settlement through its conclusion, including
6 disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

7 5. The amount remaining of the Gross Settlement Amount following these
8 deductions is the Net PAGA Amount of approximately \$183,437.68. The Net PAGA Amount
9 shall be disbursed to the Labor and Workforce Development Agency and the Covered
10 Employees pursuant to the terms of the Settlement Agreement. Specifically, the Net PAGA
11 Amount will be distributed 75% to the Labor and Workforce Development Agency and 25% to
12 the Covered Employees.

13 6. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
14 based on the provisions and timelines set forth in the Settlement Agreement.

15 7. The Action is hereby DISMISSED WITH PREJUDICE.

16 8. After entry of this Order, pursuant to California Code of Civil Procedure section
17 664.6, the Court shall retain jurisdiction of the Action to construe, interpret, implement, and
18 enforce the Settlement Agreement and this Order.
19

20 **IT IS SO ORDERED.**
21

22 DATED: _____

23 _____
24 THE HONORABLE HAROLD HOPP OF THE
25 SUPERIOR COURT
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