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

NATASHA BARBEE, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

CARL WARREN & COMPANY, LLC, a
California Limited Liability Company; and
Does 1 through 50, inclusive,

Defendants.

Case No.: **22VECV00841**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 20, 2026

Hearing Time: 9:00 a.m.

Reservation Number is 551951327602

Judge: Hon. Eric Harmon

Dept.: 107

Action Filed: June 20, 2022

Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Natasha Barbee (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Carl Warren & Company, LLC, (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$130,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$5,000) for ILYM Group, Inc. (“ILYM”), to administer the settlement, PAGA Counsel Fees Payment in the amount of \$43,333 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$21,831.48. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment (no less than \$59,835.52), shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$44,876.64) and 25% will be paid to the Aggrieved Employees (no less than \$14,958.88).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Agreement.

1 5. The “Aggrieved Employees” are defined as any and all individuals who are or
2 previously were employed by Defendant in California and classified as a non-exempt employee at any
3 time during the PAGA Period. The PAGA Period is the period from April 16, 2021 through December
4 31, 2024.

5 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
6 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
7 of the Released PAGA Claims. The “Released PAGA Claims” means all claims for PAGA penalties
8 that were alleged, or reasonably could have been alleged, based on the facts stated in the Related
9 Actions, which occurred during the PAGA Period. The Released PAGA Claims expressly exclude all
10 other claims, including claims for vested benefits, unemployment insurance, disability, social security,
11 and workers’ compensation.

12 7. This settlement (including this Order) cannot be used, directly or indirectly, to
13 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
14 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
15 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
16 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
17 (including this Order) shall not be construed to be an admission by Defendant of any liability or
18 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
19 disclaims any such liability or wrongdoing.

20 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a
21 copy of this Order and Judgment to the LWDA within 10 days after its entry.

22 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
23 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
24 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
25 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
26 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
27 of settlement benefits.
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1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.**

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4 DATED: _____

5 THE HONORABLE ERIC HARMON
6 JUDGE OF THE SUPERIOR COURT
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