

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

FILED
Superior Court of California
County of Los Angeles

08/28/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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

ALEJANDRO JIMENEZ, as an individual on
behalf of himself and all other similarly
situated,

Plaintiff,

v.

GOLDEN STAR TECHNOLOGY, INC., a
California corporation; DENNIS WANG, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22STCV21510

Assigned to Hon. Stuart M. Rice, Dept. 1

**~~PROPOSED~~ ORDER AND JUDGMENT
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004 AND
AWARDING ATTORNEYS' FEES, COSTS,
SERVICE AWARD, AND SETTLEMENT
ADMINISTRATION EXPENSES**

Date: August 28, 2024

Time: 10:30 a.m.

Dept: 1

Judge: Hon. Stuart M. Rice

On August 28, 2024, at 10:30 a.m., this matter came before the Honorable Stuart M. Rice in Department 1 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, on Plaintiff Alejandro Jimenez's ("Plaintiff") Unopposed Revised Motion for an Order Approving Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004 ("Revised Approval Motion"). Each party appeared at the hearing through their respective counsel of record.

Having duly considered all papers, evidence, and oral arguments in this matter to date, including Plaintiff's Revised Approval Motion and good cause appearing,

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

1 1. All the terms used herein shall have the same meaning as defined in the parties' PAGA
2 Settlement Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the
3 Settlement Agreement is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis.

4 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of
5 California asserted in this proceeding and over all parties to the Action.

6 3. Plaintiff provided notice to the Labor and Workforce Development Agency (the "LWDA")
7 on March 21, 2022, and is authorized to act as a private attorney general with respect to the PAGA claim
8 being released under the terms of the Settlement.

9 4. The LWDA was provided with notice of the Settlement and Plaintiff's Revised Approval
10 Motion on August 2, 2024, and no objection has been received to the Settlement or the Approval Motion
11 from the LWDA. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10
12 calendar days of entry of this Order and Judgment.

13 5. In accordance with California Labor Code § 2699(l)(2), the Court has reviewed the
14 Settlement Agreement. The Court APPROVES the Settlement as set forth in the Settlement Agreement
15 and the Gross Settlement Amount of \$114,000 and finds that the allocation of civil penalties for the claim
16 under PAGA is fair, reasonable, and appropriate, considering the maximum potential value of the claims
17 asserted and the risks inherent in further litigation.

18 6. The Settlement covers Plaintiff and all Aggrieved Employees, defined as "all individuals
19 who worked for Golden Star Technology in California as a salesperson at any time from April 27, 2021,
20 to the date the Court approves this Settlement."

21 7. The Court has considered the authorities and evidence presented by Plaintiff and based
22 thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

- 23 • To Plaintiff's counsel, GRAHAMHOLLIS APC, an award of \$37,999.62 in attorneys' fees
24 (representing one-third of the Gross Settlement Amount) and \$7,016.90 in costs. The Court
25 finds that these amounts are fair and reasonable and commensurate with applicable
26 California law.
- 27 • To Plaintiff, a Service Award of \$1,000. The Court finds that Plaintiff's time, effort, and
28 participation in this lawsuit justify this payment.

- To ILYM Group, Inc., the parties' proposed settlement administrator, a payment not to exceed \$5,000, to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

8. The amount remaining of the Gross Settlement Amount following these deductions is the Net Settlement Amount of approximately \$62,983.48. The Net Settlement Amount shall be disbursed to the LWDA and the Aggrieved Employees pursuant to the terms of the Settlement Agreement. Specifically, the Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees.

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

10. The Action is hereby DISMISSED WITH PREJUDICE.

11. As of and subject to the occurrence of the Effective Date, and in consideration for the Gross Settlement Amount, the claims settled, fully released, and forever discharged by the LWDA and the Aggrieved Employees, including Plaintiff, constitute any and all claims for civil penalties that were alleged in, or reasonably could have been alleged, based on the factual allegations and/or legal assertions made in the Action, including claims for civil penalties relating to GST's alleged failure to pay all wages due including, commissions, bonuses, and contractual wages, and to provide minimum wages or pay for all hours worked; failure to pay overtime compensation; failure to provide meal and/or rest periods; failure to pay meal or rest period penalties; failure to provide and maintain accurate, itemized wage statements; failure to maintain accurate records; failure to timely pay wages due during or at separation of employment, failure to reimburse all business-related expenses, and claims arising under or reasonably relating to the alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 223, 226, 226.3, 226.7, 256, 510, 512, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.1, 2698 et seq., 2699 et seq., 2800, and 2802; and applicable California Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 ("PAGA Released Claims")), against the Released Parties. Upon approval of the Settlement, Plaintiff and the Aggrieved Employees will be forever barred from pursuing against the Released Parties any and all claims for civil penalties under PAGA based upon alleged violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of the law alleged, or that

1 reasonably could have been alleged, based on the factual allegations and/or legal assertions made in the
2 Action. The PAGA Released Claims shall cover the period of April 27, 2021, through and including the
3 date of the entry of this Order and Judgment.

4 12. In addition to the above release, upon entry of this Order and Judgment, Plaintiff releases
5 any and all known and unknown claims as to the Released Parties in accordance with the Settlement
6 Agreement.

7 13. It is ORDERED that Plaintiff and all Aggrieved Employees shall be prohibited and
8 permanently enjoined from pursuing, in any fashion, the PAGA Released Claims against any of the
9 Released Parties.

10 14. Nothing in this Order and Judgment or the Settlement shall be construed as an admission
11 or concession by any party. The Settlement and this resulting Order and Judgment only represent a
12 compromise of disputed allegations.

13 15. In accordance with Code of Civil Procedure section 664.6 and California Rules of Court,
14 Rule 3.769, this document shall constitute a final judgment and this Court shall retain exclusive and
15 continuing jurisdiction over the Action, the parties, and the Aggrieved Employees for purposes of
16 addressing (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters
17 relating to the administration of the Settlement; and/or (c) such post-Judgment matters as may be
18 appropriate under Court rules or as set forth in the Agreement.

19 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

20
21 Dated: August 28, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Los Angeles County Superior Court