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

JAVIER ANGEL ESQUIVEL, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

ARMSTRONG GARDEN CENTERS, INC;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV26133

*Assigned for all purposes to
Hon. Samantha Jessner
Dept. 7*

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date: September 8, 2025
Time: 10:00 a.m.
Dept. 7

1 This matter came on for hearing on September 8, 2025, at 10:00 a.m., in Department 7 of
2 the above-captioned Court on Plaintiff's Motion for Approval of PAGA Settlement (the
3 "Motion").

4 The Court has received and considered the PAGA Settlement Agreement of Plaintiff
5 Javier Angel Esquivel ("Plaintiff"), as an individual, and on behalf of the people of the State of
6 California and as an "aggrieved employee" acting as a private attorney general under the Labor
7 Code Private Attorneys General Act of 2004, § 2699, *et seq.* ("PAGA") and Defendant Armstrong
8 Garden Centers, Inc. ("Defendant") in the above-captioned action.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. The Court hereby GRANTS the Motion.

11 2. This Judgment incorporates by reference the definitions in the PAGA Settlement
12 Agreement (the "Settlement"), a copy of which is attached as Exhibit 1 to the Declaration of
13 Kristy R. Connolly in Support of Plaintiff's Motion for Approval of PAGA Settlement
14 Agreement, and all terms defined therein shall have the same meaning as set forth in the
15 Settlement.

16 3. The Court hereby approves the Parties' proposed Settlement and hereby enters
17 FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of Plaintiff,
18 the State of California, and the Aggrieved Employees.

19 4. Phoenix Settlement Administrators is approved to serve as the Administrator and
20 is authorized to perform all of the duties assigned to it in the Settlement and to disburse the
21 following from the Gross Settlement Amount in accordance with the terms of the Settlement:

22 a. PAGA Counsel Fees Payment of one-third of the Gross Settlement
23 Amount to PAGA Counsel;

24 b. PAGA Counsel Litigation Expenses Payment of \$24,078.96 to PAGA
25 Counsel;

26 c. Service Award of \$2,500 to Plaintiff; and
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1 d. Administrator Expenses Payment of \$14,000.00 to Phoenix Settlement
2 Administrators.

3 2. After making the above deductions, of the remaining Net Settlement Amount, 75%
4 shall be paid to the Labor and Workforce Development Agency and 25% shall be paid to the
5 Aggrieved Employees as set forth in the Settlement Agreement.

6 5. The Court hereby approves, as to form and content, the notice to be distributed to
7 the Aggrieved Employees, attached to the Settlement as Exhibit A. All Individual Settlement
8 Checks will expire 180 days after the initial mailing. Any uncashed funds shall be transmitted to
9 the State Controller's Office Unclaimed Property Fund in the name of each Aggrieved Employee
10 whose check is voided.

11 6. A Non-Appearance Case Review Hearing is set for **July 22, 2026 at 9:00 a.m.**
12 before this Court. The Parties are to file a declaration from the Administrator no later than 5 court
13 days in advance to confirm that the distribution of funds is complete.

14 7. This Judgment is intended to be a final disposition in its entirety of the above
15 captioned action. Without affecting the finality of this judgment in any way, the Court retains
16 jurisdiction of all matters relating to the interpretation, administration, implementation,
17 effectuation, and enforcement of the Settlement pursuant to California Code of Civil Procedure
18 section 664.6.

19 IT IS SO ORDERED.

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21 Dated: _____

22 Hon. Samantha Jessner
23 Judge of the Superior Court
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