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

10 LUIS GONZALEZ, individually and on behalf
of all aggrieved employees of Defendants in the
11 State of California,

12 Plaintiff,

13 v.

14 ROLLING HILLS COMMUNITY
ASSOCIATION OF RANCHO PALOS
15 VERDES, and DOES 1 through 50 inclusive,

16 Defendants.

Case No.: 23TRCV00477

*[Assigned for all purposes to the Hon. Tamara
Hall, Department 1]*

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF LUIS GONZALEZ'S MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT THEREON**

Date: June 16, 2025

Time: 8:30 a.m.

Dept: 1

Judge: Hon. Tamara Hall

Complaint Filed: February 17, 2023

Trial Date: None set

Reservation ID: 391833313645

*[Notice of Motion; Memorandum of Points and
Authorities; and Declarations of Hali M. Anderson,
Luis Gonzalez and Sean Hartranft on behalf of
Apex Class Action, LLC.]*

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On June 16, 2025 at 8:30 a.m., this matter has come before the Honorable Tamara Hall in Department 1 of the Los Angeles County Superior Court, located at One Regent Street, Inglewood, CA 90301, on Plaintiff Luis Gonzalez’s (“Plaintiff”) Motion for Approval of PAGA Settlement (“Approval Motion”) pursuant to Labor Code section 2699(1)(2). 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 Approval Motion and good cause appearing,

THE COURT ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. All the terms used herein shall have the same meaning as defined in the parties’ PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Hali M. Anderson filed in support of Plaintiff’s Approval Motion.

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

3. Plaintiff provided notice to the Labor and Workforce Development Agency (the “LWDA”) on September 15, 2022, and is authorized to act as a private attorney general with respect to the PAGA claim being released under the terms of the Settlement.

4. The LWDA was provided with notice of Plaintiff’s Approval Motion on May 9, 2025, and no objection has been received to the Settlement or the Approval Motion from the LWDA.

5. In accordance with California Labor Code section 2699(1)(2), the Court has reviewed the Settlement Agreement. The Court APPROVES the Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount of \$95,000 and finds that the allocation of civil penalties for the claim under the PAGA is fair, reasonable, and appropriate, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

6. The Settlement covers Plaintiff and all Aggrieved Employees, defined as all current and former non-exempt employees who worked for Rolling Hills as Gate Attendants and/or Gate Service Representatives during PAGA Period. The PAGA Period is defined as the period from December 14, 2021 to December 28, 2024.

1 7. The Court has considered the authorities and evidence presented by Plaintiff and, based
2 thereon, hereby approves the Settlement's proposed awards and deductions from the Gross Settlement
3 Amount, as summarized below:

- 4 • To Aggrieved Employees, \$10,936.60 (25% of the PAGA Penalties), which constitutes
5 the share of PAGA penalties recoverable by Aggrieved Employees pursuant to
6 California Labor Code section 2699(i).
- 7 • To the LWDA, \$32,809.79 (75% of the PAGA Penalties), pursuant to California Labor
8 Code section 2699(i).
- 9 • To GrahamHollis APC, Attorneys' fees in the amount of \$31,666.67 (one-third of the
10 Gross Settlement Amount), and litigation costs in the amount of \$12,000. The Court
11 finds these amounts fair, reasonable, and commensurate with applicable California law.
- 12 • To Plaintiff, an Enhancement Award in the amount of \$5,000.
- 13 • To Apex Class Action LLC, the parties' proposed settlement administrator, a payment
14 not to exceed \$2,586.94, to administer the Settlement through its conclusion, including
15 disbursement of the Gross Settlement Amount and all tax reporting associated herewith.

16 8. The Court ORDERS that 75% of the PAGA Penalties be paid to the LWDA as required by
17 PAGA and in accordance with the Settlement Agreement.

18 9. The Court ORDERS that 25% of the PAGA Penalties be paid to the Aggrieved Employees
19 in the manner outlined in the Settlement Agreement.

20 10. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar
21 days of entry of this Order and Judgment.

22 11. Apex Class Action LLC shall be appointed as the Settlement Administrator. The Settlement
23 Administrator shall administer the settlement in accordance with the Settlement Agreement and this Order
24 and Judgment.

25 12. The Court finds that the costs of the administration of the settlement are reasonable. The
26 Court awards and therefore ORDERS that the Settlement Administrator issue to Apex administration costs
27 in the amount of \$2,586.94 for services performed and the costs incurred in connection with administration
28 of the Settlement within 28 calendar days after the Effective Date.

13. The Court ORDERS Defendant Rolling Hills Community Association of Rancho Palos Verdes (“Defendant” or “Rolling Hills”) to provide the Administrator with Aggrieved Employee Data, including the name, last-known mailing address, Social Security number, and number of PAGA Pay Periods within 15 calendar days of the Effective Date. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in strict confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to it in order to perform its duties under this Agreement. Under no circumstances shall the Administrator provide any Aggrieved Employee Data to Plaintiff, PAGA Counsel or any of PAGA Counsel’s agents, employees, independent contractors or anyone else acting on their behalf.

14. The Settlement Administrator is ORDERED to establish a Qualified Settlement Fund (“QSF”) for purposes of administering the Settlement.

15. The Court finds that Plaintiff’s Counsel’s request for attorneys’ fees in the amount of \$31,666.67, or one-third of the Gross Settlement Amount, falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys’ fees in the amount of \$31,666.67 to GrahamHollis APC within 14 calendar days following the funding of the Gross Settlement Amount.

16. The Court also finds that Plaintiff’s Counsel’s request for actual litigation costs incurred in the amount of \$12,000 falls within the range of reasonableness and the result achieved justifies the award sought. The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in the amount of \$12,000 to GrahamHollis APC within 14 calendar days following the funding of the Gross Settlement Amount.

17. The Court further finds that the requested Enhancement Award in the amount of \$5,000 to the named Plaintiff is fair and reasonable for the work performed and the risks associated with bringing this Action. The Court awards and therefore ORDERS that the Settlement Administrator issue an Enhancement Award in the amount of \$5,000 to the named Plaintiff within 14 calendar days following the funding of the Gross Settlement Amount. The Enhancement Award is in addition to any other payments made to Plaintiff under the Agreement.

18. As of the date Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

19. In addition to the above release, Plaintiff releases any and all known and unknown claims as to the Released Parties in accordance with the Settlement Agreement.

20. PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

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

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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 06/30/2025




Honorable Tamara Hall
Los Angeles County Superior Court