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Superior Court of California
County of Los Angeles
11/04/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CONNOR JEROME O'BRIEN, an individual on behalf of himself and all others similarly situated, Plaintiff, vs. BLUESTAR RESORT & GOLF LLC, a Delaware limited liability company, BLUE STAR RESORT & GOLF, a business entity of unknown form; and DOES 1 through 50, inclusive, Defendants.	Case No.: 25STCV14623 Assigned For All Purposes To: Honorable Bruce G. Iwasaki Department: 11 **[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT; FINAL JUDGMENT** *[filed concurrently with Plaintiff's Notice of Motion and Motion; Memorandum of Points and Authorities; and Declarations of Enoch J. Kim, Jarrett Gorlick, Henry Marin, and Kimberly Sutherland]* Date: November 4, 2026 Time: 11:00 a.m. Department: 11 Original Complaint Filed: May 16, 2025 First Amended Complaint Filed: July 21, 2025 Trial Date: None Set

ORDER

On November 4, 2026, at 11:00 a.m. in Department 11, Plaintiff Connor Jerome O'Brien ("Plaintiff")'s unopposed Motion for Approval of PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees (the "PAGA Members"), and Defendant BlueStar Resort & Golf, LLC ("Defendant"), came before the Court for hearing pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("Plaintiff's Counsel") and counsel also appeared for Defendant ("Defense Counsel"). There were no other appearances and no objections to the Motion for Approval of PAGA Settlement Agreement ("Motion"). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

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

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the PAGA Members, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. PAGA Members are defined as all non-exempt employees employed by Defendant in California in the PAGA Period, which is the period from May 16, 2024 to May 4, 2026.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $231,154.00[1] ("Gross Settlement Amount"), the allocation of settlement proceeds among the PAGA Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been

[1] As discussed in the Declaration of Henry Marin filed concurrently herewith, the PAGA Member Data contained 547 PAGA Members who worked a total of 11,557 PAGA Pay Periods during the PAGA Period. Therefore, the escalator clause has triggered pursuant to Paragraph 9.1 of the Settlement Agreement as the total PAGA Pay Periods are 0.06% above the 11,550 threshold. Defendant elected to increase the Gross Settlement Amount. The Gross Settlement Amount would increase by $154.00, making the new Gross Settlement Amount $231,154.00.

reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the California Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2698.

5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the State of California, and the PAGA Members shall be bound by the following release set forth in the Settlement Agreement:

Release by PAGA Members:

> All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts stated in the Operative Complaint and PAGA Notice that are alleged to have occurred during the PAGA Period.

"Released Parties" means Defendant and each of its heirs, assigns, investors, insurers, owners, parent companies, sister companies, affiliated or related companies—including DBAs, predecessors, successors, and each past or present employee, agent, representative, officer, director, shareholders/stockholders, partner, member, manager, attorney, operators, title company, vendors, subcontractors, independent contractors, consultants, witnesses and other persons, firms or corporations now, previously or hereafter affiliated in any manner with any of the above.

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as Plaintiff's Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards a Plaintiff's Counsel Fees

Payment to Plaintiff's Counsel in the total amount of **$77,051.33**[2], to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards a Plaintiff's Counsel Litigation Expenses Payment to Plaintiff's Counsel in the amount of **$17,458.10**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

10. The Court appoints Apex Class Action Administration ("Apex") to serve as the Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$6,990.00** to Apex as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **$129,654.57** shall be allocated as follows: 65% **($84,275.47**) will be paid to the LWDA and the remaining 35% **($45,379.10)** will be paid to the PAGA Members pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order. Defendant shall have no responsibility or liability for any acts or omissions of the Administrator, including calculation of payments, address updates, mailing or re-mailing, uncashed checks, or tax reporting.

13 The Court hereby approves the Administrator to mail the Individual PAGA Payments to the PAGA Members.

14. The Court retains exclusive and continuing jurisdiction over the Action for the purposes of supervising the implementation, enforcement, construction, administration, and

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[2] The Gross Settlement Amount increased due to the escalator clause being triggered. Therefore, pursuant to Paragraph 9.1 of the Settlement Agreement, the Plaintiff's Counsel Fees Payment shall be one-third of the increased Gross Settlement Amount.

interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

15. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

16. This Judgment is a final disposition of the Action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

17. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

IT IS SO ORDERED.

DATED: 11/04/2026, 2026

Hon. Bruce G. Iwasaki
Judge of the Superior Court