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

4 CONNOR JEROME O'BRIEN, an individual
5 on behalf of himself and all others similarly
6 situated,

7 Plaintiff,

8 vs.

9 BLUESTAR RESORT & GOLF LLC, a
10 Delaware limited liability company, BLUE
11 STAR RESORT & GOLF, a business entity of
12 unknown form; and DOES 1 through 50,
13 inclusive,

14 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

1 **ORDER**

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

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

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

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

20 3. The Court has considered the nature of the claims, the amount paid in settlement,
21 which is \$231,154.00¹ ("Gross Settlement Amount"), the allocation of settlement proceeds among
22 the PAGA Members, and the fact that a settlement represents a compromise of the Parties' respective
23 positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement
24 is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been

25 _____
26 ¹ As discussed in the Declaration of Henry Marin filed concurrently herewith, the PAGA Member Data contained 547
27 PAGA Members who worked a total of 11,557 PAGA Pay Periods during the PAGA Period. Therefore, the escalator
28 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.

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

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

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

10 Release by PAGA Members:

11 All PAGA Members are deemed to release, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, administrators, successors
13 and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or
14 reasonably could have been alleged, based on the facts stated in the Operative Complaint
15 and PAGA Notice that are alleged to have occurred during the PAGA Period.

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

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

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

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

1 Payment to Plaintiff's Counsel in the total amount of **\$77,051.33²**, to be paid out of the Gross
2 Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of
3 the Action.

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

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

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

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

21 13 The Court hereby approves the Administrator to mail the Individual PAGA Payments
22 to the PAGA Members.

23 14. The Court retains exclusive and continuing jurisdiction over the Action for the
24 purposes of supervising the implementation, enforcement, construction, administration, and
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26 _____
27 ² The Gross Settlement Amount increased due to the escalator clause being triggered. Therefore, pursuant to Paragraph
28 9.1 of the Settlement Agreement, the Plaintiff's Counsel Fees Payment shall be one-third of the increased Gross Settlement Amount.

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

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

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

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

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17 **IT IS SO ORDERED.**

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19 DATED: _____, 2026

20 Hon. Bruce G. Iwasaki
21 Judge of the Superior Court
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