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FILED
Superior Court of California
County of Los Angeles
03/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

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

RICHARD MINGURA FLORES, NELSON
VARGAS, on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

GLS WEST, LLC, a corporation, GLS NORTH
AMERICA 2, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV34419
Consolidated with Case No. 23TRCV00653

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Elaine Lu,
Dept. 9]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION TO
APPROVE PAGA SETTLEMENT**

Approval Hearing Date
Date: February 11, 2026
Time: 10:00 a.m.
Dept.: 9

Briefing Schedule by Court
Deadline to file Opposition: January 22, 2026
Deadline to file Reply: January 28, 2026

Complaint Filed: October 27, 2022
FAC Filed: August 18, 2025
SAC Filed: October 6, 2025
Trial Date: Not set

PROPOSED ORDER

This matter came on for hearing on February 11, 2026 at 10:00 a.m. in Department 9 of the above-entitled Court, the Honorable Elaine Lu presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Motion is GRANTED.

The Court approves the PAGA Settlement Agreement ("Settlement") entered into by Plaintiffs Richard Mingura Flores and Nelson Vargas ("Plaintiffs") and Defendants GLS West, LLC and GLS North America 2, LLC ("Defendants", and together with Plaintiffs, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$170,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$56,666.67 allocated to Attorneys' Fees; (b) ~~\$25,000.00~~ ^{\$20,698.98} allocated to litigation costs; (c) \$2,750.00 allocated to Settlement Administrator Costs; and (d) \$7,500.00 (\$15,000.00 total) allocated to each Plaintiff as a Service Awards.

(a) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC, of Attorneys' Fees in the amount of Fifty-Six Thousand- Six Hundred Sixty-Six Hundred Dollars and Sixty-Seven Cents (\$56,666.67), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm, PLC, of litigation costs in the amount of Twenty Thousand Six Hundred and Ninety Eight Dollars and Ninety-Eight Cents (\$20,698.98), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, Apex Class Action Administration, for its reasonable costs and fees to administer the Settlement, not to exceed Two Thousand Seven Hundred Ninety and fifty dollars and Zero Cents (\$2,750.00), to be paid from the Gross Settlement

Amount.

(d) The Court approves Seven thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be paid to each Plaintiff as a Service Payment for their efforts as a named plaintiffs and representatives for other PAGA Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from October 31, 2021 to November 9, 2024.

5. “Aggrieved Employees” are defined as a person employed by Defendants in California and classified as a non-exempt or hourly-paid employee who worked for Defendants during the PAGA Period.

6. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 14 days of the Effective Date.

8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be calculated as follows: (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all the Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on the Individual PAGA Payment.

1 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
2 of the Settlement.

3 10. Pursuant to the Settlement, the Court dismisses the class claims without prejudice
4 pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification
5 and no notice has been sent to putative class members, dismissal of the class claims without
6 prejudice is appropriate.

7 11. Under California Code of Civil Procedure section 664.6, the Court retains
8 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
9 terms.

10 12. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
11 days of the entry of the Order.

12 13. The above-referenced action and all claims asserted by Plaintiff individually and in
13 a representative capacity are hereby dismissed with prejudice.

14 14. Plaintiff shall give notice.

15
16 DATE: 03/09/2026



Honorable Hon. Elaine Lu
Los Angeles County Superior Court