

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
Kyle W. Wilson (State Bar No. 323888)
kwilson@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr. (State Bar No. 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff MARK TRAHAN,
individually, and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARK TRAHAN, individually, and on behalf of
Aggrieved Employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

CELEBRITY CASINOS, INC. dba CRYSTAL
CASINO; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 25STCV30655

Honorable Jerrold Abeles
Department 510

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND AWARD OF ATTORNEYS' FEES
AND COSTS, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

Date: June 10, 2026
Time: 8:30 a.m.
Department: 510
Reservation ID: 039081447717

Complaint Filed: October 20, 2025
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On June 10, 2026 at 8:30 a.m. in Department 510 of the above-entitled Court, located at the
3 Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012, Plaintiff Mark
4 Trahan's ("Plaintiff") Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Service
5 Award, and Settlement Administration Costs ("Motion") came on for hearing before the Honorable
6 Jerrold Abeles. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher and Phillips LLP
7 appeared on behalf of Defendant Celebrity Casinos Inc. dba Crystal Casino ("Defendant").

8 Plaintiff and Defendant (together, the "Parties") have executed the Private Attorneys General
9 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

12 **IT IS HEREBY ORDERED THAT:**

- 13 1. Plaintiff's Motion is granted in its entirety.
- 14 2. This Order and Judgment incorporates by reference the definitions in the Settlement
15 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
16 Judgment as set forth in the Settlement Agreement.
- 17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to,
19 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
20 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
21 but not limited to, the facts and theories to support the alleged violations, in conformity with California
22 Labor Code § 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
24 in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene
25 or appear in the above-captioned action ("Action").
- 26 5. The individuals covered under the Settlement consist of the following: "All current and
27 former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California
28 at any time during the PAGA Period" ("Aggrieved Employees"). The "PAGA Period" is defined as

1 the period from August 13, 2024 to January 28, 2026.

2 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
3 negotiations.

4 7. Pursuant to California Labor Code section 2699(s)(2), the Court has reviewed the sum
5 allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it
6 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
7 shall be the Gross Settlement Amount (\$235,000.00) less the approved Attorneys' Fees and Costs,
8 Service Award, and Settlement Administration Costs to ILYM Group, Inc. ("**Settlement**
9 **Administrator**"). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the
10 LWDA ("**LWDA Payment**") and thirty-five percent (35%) of the Net Settlement Amount shall be
11 distributed to the Aggrieved Employees ("**Employees' Portion**") in accordance with this Order and
12 Judgment and the Settlement Agreement.

13 8. The Court has considered the Settlement, and the monetary allocations provided
14 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
15 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
16 and consistent with, this Order and Judgment and the Settlement Agreement.

17 9. The Court approves the payment of \$82,250.00 to Plaintiff's Counsel for attorneys'
18 fees, subject to Section 4(a)(6) of the Settlement Agreement. This amount shall be paid from the Gross
19 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
20 Settlement Agreement.

21 10. The Court approves the payment of \$24,105.48 to Plaintiff's Counsel for
22 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
23 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
24 Judgment and the Settlement Agreement.

25 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a Service
26 Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in
27 accordance with this Order and Judgment and the Settlement Agreement.

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12. The Court approves payment in the amount of *up* to \$4,450.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than seven (7) calendar days of this Order and Judgment, Defendant will provide the Settlement Administrator with a list containing each Aggrieved Employee's (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (vi) number of Pay Periods (collectively, "**PAGA List**").

15. Within thirty (30) calendar days of this Order and Judgment, Defendant will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator.

16. No later than seven (7) calendar days after the Settlement Administrator receives the PAGA List and Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments, the LWDA Payment, the Service Award, the Settlement Administration Costs, and the Attorneys' Fees and Costs.

17. Each Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

18. If the actual number of Pay Periods is more than ten percent (10%) above 8,920, the Gross Settlement Amount will be increased by the percentage that the actual number exceeds 9,812 Pay Periods.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

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1 20. As of the Effective Date and the full funding of the Gross Settlement Amount, Plaintiff,
2 the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be
3 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
4 Defendant and all of its past, present, and future parents, predecessors, successors, and their current
5 and former officers, directors, members, employees, and agents (collectively, the “**Released Parties**”)
6 of any and all claims for civil penalties under the PAGA, arising during the PAGA Period, alleged in
7 the Action and LWDA Notice or that could have reasonably been alleged in the Action and LWDA
8 Notice based on the factual allegations set forth therein, including claims for failure to pay overtime
9 wages; failure to pay minimum wages; any claims for additional wages owed due to “off the clock”
10 work; rounding and/or any other theory alleged in the Action and LWDA Notice; failure to provide
11 meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu
12 thereof; failure to timely pay all wages due; waiting time penalties; failure to pay timely wages during
13 employment; wage statement violations; failure to keep and maintain accurate payroll records; failure
14 to reimburse expenses; violations of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a),
15 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,
16 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “**PAGA**
17 **Released Claims**”).

18 21. As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
19 individually and on behalf of his former and present spouses, representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, generally releases and discharges the Released Parties from
21 any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions,
22 suits, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys’ fees,
23 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
24 unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity,
25 or otherwise which Plaintiff, at any time prior to the execution of the Settlement Agreement, had or
26 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
27 or resulting from his employment, payment of wages during that employment and/or separation of
28 employment with the Released Parties, including any claims arising under any federal, state, or local

1 law, statute, ordinance, rule, or regulation or Executive Order relating to employment, including, but
2 in no way limited to, any claim under Title VII of the Civil Rights Act of 1964, as amended ("Title
3 VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act ("ADA"); the Family and Medical Leave
4 Act ("FMLA"); the Age Discrimination in Employment Act (ADEA), the Employee Retirement
5 Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair
6 Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor
7 Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business
8 and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation,
9 or interference with legal rights; any and all other employment or discrimination laws; whistleblower
10 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
11 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
12 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
13 include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
14 expressly agrees that the Settlement Agreement extends to claims that he has against Defendant, of
15 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
16 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
17 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
18 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
19 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Specifically,
20 Plaintiff acknowledges and waives any and all rights and benefits available under California Civil
21 Code Section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
24 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
25 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

26 Plaintiff understands and agrees that claims or facts in addition to or different from those which
27 are now known or believed by him to exist may hereafter be discovered.

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22. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(s)(3).

23. A Non-Appearance Case Review Re: Final Report is set for _____ at _____ in Department 52 located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, CA 90012. A Final Report regarding the status of the distribution of the settlement funds is due to be filed no later than _____.

IT IS SO ORDERED.

Dated: _____

Honorable Jerrold Abeles
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court Case No. 25STCV30655

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court Case No. 25STCV30655 (“Action”).

The lawsuit was filed on October 20, 2025 by Mark Trahan (“Plaintiff”) against his former employer Celebrity Casinos, Inc. dba Crystal Casino (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on August 13, 2025, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1118547-25 (“LWDA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 13, 2024 through January 28, 2026 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount and entry of the Order and Judgment>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the PAGA Released Claims.

“Released Parties” means Defendant and all of its past, present, and future parents, predecessors, successors, and their current and former officers, directors, members, employees, and agents.

“PAGA Released Claims” means Plaintiff, the State of California with respect to the Aggrieved Employees, and Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and the Released Parties of any and all claims for civil penalties under PAGA, arising during the PAGA Period, alleged in the Action and LWDA Notice or that could have reasonably been alleged in the Action and LWDA Notice based on the facts and allegations set forth therein, including but

COVER LETTER

not limited to claims for failure to pay overtime wages; failure to pay minimum wages; any claims for additional wages owed due to “off the clock” work; rounding and/or any other theory alleged in the Action and LWDA Notice; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to timely pay all wages due; waiting time penalties; failure to pay timely wages during employment; wage statement violation; failure to keep and maintain accurate payroll records; failure to reimburse expenses; violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].