

FILED
Superior Court of California
County of Los Angeles

NOV 20 2024

David W. Slayton, Executive Officer/Clerk of Court
By: K. Mason, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

ANTHONY GONZALEZ on behalf of
himself, all others similarly situated, and
on behalf of the general public,

Plaintiff,

v.

ALMANSOR COURT, INC.; AND DOES
1-100,

Defendants.

Case No. 23STCV12272

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT;
JUDGMENT**

Date: November 20, 2024

Time: 10:00 a.m.

Dept.: 53

Reservation ID: 581165355861

1 ORDER

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004 (the "Action"); and

4 WHEREAS, the Court has considered the motion by Plaintiff Anthony Gonzalez
5 ("Plaintiff") for approval of the Parties' settlement in accordance with the Parties' PAGA
6 Settlement Agreement and Release (the "Settlement Agreement"). The Court understands that the
7 Settlement Agreement sets forth the terms and conditions for a proposed settlement and dismissal
8 of the Action with prejudice. Based on a review of the submissions by the Parties; and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as defined
12 therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and the
16 Aggrieved Employees shall be ~~affected~~ ^{paid} pursuant to the terms of the Settlement Agreement.

17 4. In recognition of Plaintiff's release of his individual wage and hour claims, efforts
18 in pursuing this action, and having provided a broad general release of claims in the Settlement
19 Agreement, the Court hereby approves of the payment of \$10,000 to Plaintiff Anthony Gonzalez,
20 which shall be ~~affected~~ ^{paid} in the manner set forth in the Settlement Agreement

21 5. The Court hereby approves of the payment of attorneys' fees to Plaintiff's Counsel
22 in the sum of \$83,333.33 and costs in the sum of \$9,270.29 to be ~~affected~~ ^{paid} in the manner set forth
23 in the Settlement Agreement.

24 6. The Court hereby approves of the payment in the amount of up to \$5,000, currently
25 estimated at \$2,900.00, to Simpluris, Inc., for performance of its settlement administration
26 services.

27 7. Upon entry of this Order, ^{and Judgment} all claims in the lawsuit shall be and are hereby dismissed
28 with prejudice. Moreover, Plaintiff and the LWDA shall be deemed and are deemed to have
conclusively released and forever discharged the Released Parties from the PAGA Released

1 Claims, as defined in the Settlement Agreement, and are permanently barred and enjoined from
2 the institution or prosecution of all PAGA Released Claims against the Released Parties.

3 8. Neither the settlement, nor any terms set forth in the Settlement Agreement, are an
4 admission of liability or any wrongdoing by the Released Parties, nor is the Court's Order a
5 finding of the validity of any claims in the lawsuit or of any wrongdoing by the Released Parties.

6 9. This Order is intended to be a final disposition of the lawsuit in its entirety and is
7 intended to be immediately appealable.

8 10. The Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the settlement.

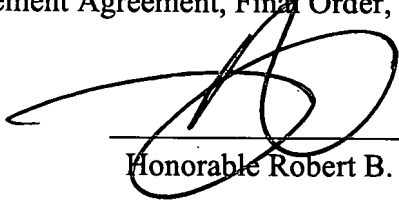
10 JUDGMENT

11 11. The Court hereby enters final judgment in this Action in accordance with terms of
12 the Settlement Agreement and the Order Granting Plaintiff's Motion for Approval of PAGA
13 Settlement. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 12. Upon the entry of the Order and Judgment, as defined in the Settlement Agreement,
16 Plaintiff and the LWDA, shall have by operation of the Order Granting Plaintiff's Motion for
17 Approval of PAGA Settlement and this Judgment, fully, finally and forever released,
18 relinquished, and discharged the Released Parties from the PAGA Released Claims as those terms
19 are respectively defined in the Settlement Agreement, and are forever barred and enjoined from
20 prosecuting such released claims against the Released Parties.

21 13. Without affecting the finality of the Order and Judgment, pursuant to California
22 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the
23 Court reserves ~~exclusive and~~ continuing jurisdiction over this Action, the Plaintiff, Aggrieved
24 Employees, and Defendants for the purposes of supervising the implementation, enforcement,
25 construction, and interpretation of the Settlement Agreement, Final Order, and Judgment.

26 Dated: NOV 20 2024

27 
28 Honorable Robert B. Broadbelt