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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**

Date: November 20, 2024
Time: 10:00 a.m.
Dept.: 53
Reservation ID: 581165355861

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

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

3. Compensation to the Labor and Workforce Development Agency (LWDA) and the Aggrieved Employees shall be affected pursuant to the terms of the Settlement Agreement.

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

7. Upon entry of this Order, all claims in the lawsuit shall be and are hereby dismissed 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: _____

Honorable Robert B. Broadbelt