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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MANUEL REFUGIO GARCIA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ALMANSOR COURT INC., a California Corporation; MAVERICK HOSPITALITY INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25STCV28925

[Assigned for all purposes to: Hon. Carolyn B. Kuhl, Dep. 12]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Settlement Approval Hearing:
Date: March 15, 2027
Time: 1:45 p.m.
Dept: 12

Complaint filed: September 30, 2025
Trial date: None Set

[PROPOSED] ORDER

The Court, having considered Plaintiff Manuel Refugio Garcia's ("Plaintiff") Motion for Approval of PAGA Settlement, pursuant to the California Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq*., and the Parties' Amended PAGA Settlement Agreement ("Agreement"), attached as Exhibit 2 to the Declaration of Tyler J. Woods, as well as the papers filed in support of the motion and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Accordingly, the Court hereby **ORDERS** as follows:

1. The Court has jurisdiction over the subject matter of this PAGA action and over all Parties to the action.

2. This Order incorporates the Agreement between Plaintiff, on behalf of himself, the State of California, the LWDA, and Aggrieved Employees, and Defendants Almansor Court Inc. and Maverick Hospitality, Inc. ("Defendants"), on behalf of themselves and the Released Parties, *infra*. Unless otherwise provided herein, all capitalized terms shall have the same meaning as defined in the Agreement.

3. "Aggrieved Employees" means all current and former non-exempt employees employed by Defendants in California who worked for Defendants at any time during the PAGA Period, from October 1, 2024, through February 1, 2026.

4. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

5. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

6. The Court finds that the Settlement has been reached as a result of adversarial, arm's length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amount paid in settlement, and the allocation of settlement funds to the

LWDA and Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Agreement.

7. Defendants will not be required to pay any amount in connection with the Settlement other than the Gross Settlement Amount of $117,000.00, as specifically set forth in the Agreement and this Order.

8. The Court approves a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of $38,996.10 (33.33% of the Gross Settlement Amount). The Court also awards a PAGA Counsel Litigation Expenses Payment of $7,639.29 for reasonably incurred costs in the amount of $7,339.29 plus $300 in anticipated fees/costs. The PAGA Counsel Fees and Litigation Expenses Payments are to be paid from the Gross Settlement Amount.

9. The Court approves an Enhancement Award of $10,000.00 to Plaintiff for his service in the litigation. Plaintiff submitted a declaration detailing the ways in which he assisted PAGA Counsel, and the award is appropriate in light of PAGA's stated purpose.

10. The Court appoints Phoenix Settlement Administrators as the Administrator and approves an Administration Expenses Payment in the amount of $3,000.00, which amount is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

11. The Court approves PAGA Penalties of $57,364.61, the remainder from the Gross Settlement Amount, allocated 65% ($37,287.00) to the LWDA ("LWDA PAGA Payment") and 35% ($20,077.61) to Aggrieved Employees ("Net Settlement Amount"). The Net Settlement Amount shall be disbursed pro rata to Aggrieve Employees as Individual PAGA Payments, pursuant to the terms set forth in the Agreement.

12. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release all claims against the Released Parties.

"Plaintiff's Release" provides in pertinent part that Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors, and assigns generally, release and discharge Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, First Amended Complaint and Plaintiff's PAGA Notice (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with Plaintiff's employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date Plaintiff executed this Agreement. Plaintiff also expressly waives his rights under Civil Code section 1542.

13. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

14. Without affecting the finality of this Order and entry of Judgment, the Court retains exclusive and continuing jurisdiction over this action for purposes of supervising, administering, implementing, and enforcing this Order, the Agreement, and the Judgment, pursuant to California Code of Civil Procedure section 664.6.

15. Nothing in this Order, the Agreement, or any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability, or wrongdoing. Furthermore, none should be construed as a concession or admission by Defendants that the claims asserted in the action have any merit or that this action was properly brought as a representative action, and none shall be used as evidence of, or used against Defendants as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to the truth

of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claim in this action or a determination of wrongdoing by any party. The Settlement and this resulting Order and entry of Judgment simply represent a compromise of disputed allegations.

16. Upon completion of all Settlement provisions, the Administrator will provide written certification of compliance to the Court and counsel for the Parties, which shall be filed with the Court on or before _____, 2027 (approximately 14 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Agreement for _____ at _____ a.m./p.m.

17. The entire action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Agreement, assuming full compliance with this Order and the Agreement by that date.

18. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) calendar days after entry by the Court.

IT IS SO ORDERED.

Date: _____

_____
Hon. Carolyn B. Kuhl
Judge of the Superior Court