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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GLORIA ARISTONDO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

PROSPERA MANAGEMENT INC., a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 30-2023-01334274-CU-OE-CXC

[Assigned for all purposes to the Hon. Layne
Melzer, Department CX102]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

Date: July 10, 2025
Time: 2:00 P.M.
Dept.: CX102

Action Filed: June 30, 2023
Trial Date: None Set

[PROPOSED] ORDER

Plaintiff Gloria Aristondo's ("Plaintiff") Motion to Approve the Parties' Settlement Agreement Pursuant to the Private Attorneys General Act of 2004 came on regularly for hearing. Appearances for Plaintiff and Defendants Prospera Management, Inc., HP Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera Properties II, LP, and Bayside 765, LLC (collectively, "Defendants") (Plaintiff and Defendants together, the "Parties") were noted on the record.

The Court has considered the PAGA Settlement Agreement ("Settlement Agreement") and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Plaintiff's Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act is **GRANTED**. Pursuant to Labor Code § 2699(i), the Gross Settlement Amount of \$245,000.00 shall be distributed as follows:

- a. Seventy-five percent (75%) of the Net Settlement Amount, totaling \$98,125.00 to the California Labor & Workforce Development Agency for PAGA penalties.
- b. Twenty-five percent (25%) of the Net Settlement Amount, totaling \$32,708.33 to the Aggrieved Employees.
- c. Eighty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$81,666.67) to PAGA Counsel as attorneys' fees;
- d. Thirteen Thousand Nine Hundred Fifty-Seven Dollars and Eighty-Two Cents (\$13,957.82) to PAGA Counsel as litigation costs; and
- e. Seven Thousand Five Hundred (\$7,500.00) to the Settlement Administrator, Phoenix Settlement Administrators.

2. The LWDA and Plaintiff, as representatives of the State of California and on behalf of all Aggrieved Employees, hereby fully release Defendants and all Released Parties from any and all claims for civil penalties under PAGA which Plaintiff and/or the Aggrieved

1 Employees had, or may claim to have, against Released Parties, reasonably arising out of the
2 facts alleged in the Second Amended Complaint or the PAGA Notices submitted in connection
3 with the Action, including failure to pay all wages and hours worked, failure to provide meal
4 periods, failure to provide rest breaks, failure to provide accurate itemized wage statements,
5 failure to maintain accurate records, waiting time penalties, failure to reimburse necessary
6 business expenditures, and failure to timely pay wages (i.e., Labor Code sections 201, 202, 203,
7 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, and 2802) (the “Released PAGA
8 Claims”). The term “Released Parties” means Defendants Prospera Management, Inc., HP
9 Anaheim, LP, NPL Anaheim Investments, LLC, HI Anaheim, LLC, HH Corner, LLC, Prospera
10 Properties II, LP, and Bayside 765, LLC as named by Plaintiff in the Amended PAGA Letter and
11 Second Amended Complaint, and all their past, present and/or future, direct and/or indirect,
12 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
13 partners, investors, shareholders, predecessors, successors, and assigns.

14 3. The Settlement Administrator shall issue each Aggrieved Employee a check for
15 his or her share of the PAGA penalties along with an explanatory letter attached hereto as

16 **Exhibit C.**

17 4. Plaintiff and Defendants are ordered to carry out the terms of the settlement in
18 accordance with the terms of the Settlement Agreement.

19 5. The Court hereby enters final judgment in this case in accordance with the terms
20 of the Settlement, and this Order.

21 **IT IS SO ORDERED.**

22
23 DATED: _____

24 HONORABLE LAYNE MELZER
25 SUPERIOR COURT OF CALIFORNIA
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