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ORLANDO GONZALEZ

FILED
Superior Court of California
County of Los Angeles

06/05/2025

David W. Styba, Executive Officer / Clerk of Court

By: N. DiGiambattista Deputy

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

ORLANDO GONZALEZ, an individual,

Plaintiff,

vs.

LUXVUE LTD. DBA TRU ARCHITECTURAL,
a corporation; and DOES 1 through 10 inclusive,

Defendant.

Case No. **23STCV19771**

*[Assigned for All Purposes to the
Hon. Bradley S. Phillips, Dept. 26]*

[PROPOSED] ORDER

**[Filed Concurrently with Motion and the
Declaration of Zoe Yuzna]**

RESERVATION ID: 561024139608

Date: June 5, 2025

Time: 8:30am

Dept.: 26

Complaint Filed: August 17, 2023

FSC: January 8, 2025

Trial Date: January 21, 2025

[PROPOSED] ORDER

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff ORLANDO GONZALEZ (“Plaintiff”) filed a Motion for Approval of PAGA Settlement
3 [Unopposed] (“Motion”) in this lawsuit against Defendant LUXVUE LTD. DBA TRU
4 ARCHITECTURAL (“Defendant”).

5 Based on the Court’s review of the briefs and evidence submitted in connection with the Motion
6 and applicable laws including but not limited to Labor Code section 2698 *et seq.*, the Court GRANTS the
7 Motion as set forth herein.

8 **A. Procedural History**

9 The Court held a hearing on the Motion and appointed Colby Law Firm, PC as counsel for the
10 Aggrieved Employees.

11 **B. Summary of Settlement**

12 1. **Aggrieved Employees Definition:** The Aggrieved Employees are all “person[s] employed
13 by Defendant in California and classified as a non-exempt [employee] who worked for Defendant during
14 the PAGA Period [October 9, 2022, to August 22, 2024].” [Settlement Agreement, ¶ 1.4.]

15 2. **PAGA Period:** The PAGA Period is “the period from October 9, 2022 through August 22,
16 2024.” [Id., ¶ 1.19.]

17 3. **Gross Settlement Amount:** The Gross Settlement Amount is \$50,000. [Id., ¶ 3.1.]
18 Defendant shall fund the settlement no later than June 18, 2025. [Id., ¶¶ 1.9, 4.3.]

19 4. **Settlement Allocation:** The Court approves payments in the following amounts from the
20 Gross Settlement Amount.

- 21 • \$20,000.00 for Attorneys’ Fees (40% of GSA);
- 22 • \$500 for Litigation Costs;
- 23 • \$5,500 for Settlement Administration Costs; and
- 24 • \$24,000 for PAGA Penalties, with 75% (\$18,000) payable to the LWDA and 25%
25 (\$6,000) payable to the Aggrieved Employees.

26 [Id., Section 3.]

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1 5. **Released Parties:** The Released Parties are “Defendant and each of its former and
2 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
3 assigns subsidiaries, and affiliates.” [Id., ¶ 1.26.]

4 6. **PAGA Released Claims:** On the date that Defendant fully funds the settlement, “All
5 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
7 any and all claims arising under PAGA that were alleged, or reasonably could have been made alleged,
8 based on the PAGA Period facts stated in the Operative Complaint and in the PAGA Notice. [Id., ¶ 5.2.]

9 7. **Plaintiff’s Release:** “Plaintiff and his or her respective former and present spouses,
10 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
11 assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that
12 occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
13 could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice
14 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this
15 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
16 benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the
17 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition
18 to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
19 Release shall be and remain effective in all respects, notwithstanding such different or additional facts or
20 Plaintiff’s discovery of them.” [Id., ¶ 5.1.] Release includes a Section 1542 waiver. [Id., ¶ 5.1.1.] “PAGA
21 Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns
22 the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint
23 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.” [Id., ¶ 5.3.]

24 8. **Valuation of Claims:** The settlement is based on an estimated 50 Aggrieved Employees
25 who worked a total of 1,224 pay periods during the PAGA Pay Period. [Id., ¶ 4.1.] The Court has reviewed
26 Plaintiff’s counsel’s valuation and assessment of the claims raised and finds the Gross Settlement Amount
27 and terms of the settlement to be fair, adequate, and reasonable. [See Declaration of Zoe Yuzna In Support
28 of The Motion, Ex. D.]

1 9. **Payments to Aggrieved Employees:** Pro rata share of 25% of PAGA Penalties (\$6,000)
2 based on number of pay periods each Aggrieved Employee worked during PAGA Period. [Id., ¶ 3.2.3.1]
3 Aggrieved Employees assume full responsibility for any taxes owed on their individual payment. [Id.]
4 PAGA payments will be reported to IRS. [Id.] Settlement checks are negotiable for 180 days, and
5 thereafter will be voided. [Id., ¶ 4.4.1.] Funds from uncashed checks will be transmitted to State
6 Controller's Unclaimed Property Fund. [Id., ¶ 4.4.3]

7 10. **Settlement Administration:** The Court appoints CPT Group, Inc. as the Settlement
8 Administrator. [Id., ¶ 7.1.]

9 11. **Objections:** Notice of this settlement was provided to the LWDA and the LWDA has not
10 objected to the settlement. [Yuzna Decl., Ex. B.] As the real party in interest in a PAGA action is the
11 State, the Aggrieved Employees do not have a right to object or opt-out of the settlement.

12 12. **Notice to Aggrieved Employees:** The Court approves the proposed notice to accompany
13 settlement payments mailed to Aggrieved Employees. [Yuzna Decl., Ex. C.]

14 13. **Continuing Jurisdiction:** Settlement states that Court will retain jurisdiction to enforce
15 the settlement pursuant to CCP § 664.6. [Settlement, ¶ 9.]

16 **C. Order On The Motion**

17 IT IS ORDERED that **the Motion is GRANTED and the PAGA Settlement is approved.**

18 IT IS FURTHER ORDERED that:

- 19 • Colby Law Firm, PC shall submit a copy of the Order and Judgment to the LWDA within
20 **ten (10) calendar days** after entry of the Order and Judgment, and file a proof of service
21 within **five (5) calendar days** of the date the Order is entered.

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PROOF OF SERVICE

Orlando Gonzalez v. Luxvue LTD. dba Tru Architectural
Los Angeles Superior Court Case No. 23STCV19771

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the above-entitled action. My business address is COLBY LAW FIRM, PC, 13263 Ventura Boulevard, Suite 203, Studio City, California 91604.

On February 12, 2025, I served the following document(s) on the interested parties below:

Document(s) Served:

- **[PROPOSED] ORDER**

Recipient(s):

- Leonora M. Schloss (Leonora.Schloss@jacksonlewis.com)
- Sharlynn Mate (Sharlynn.Mate@jacksonlewis.com)
- Karen Luh (Karen.Luh@jacksonlewis.com)
- Pamela Trujillo (Pamela.Trujillo@jacksonlewis.com)

VIA ELECTRONIC MAIL – I served a true and correct copy of the above document(s) by electronic delivery pursuant to C.C.P. 1010.6, calling for agreement to accept service by electronic delivery, to the interested parties in this action as indicated above.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on February 12, 2025 at Can Tho, Vietnam.

PHUONG TRAN

Print Name

Signature