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Attorneys for Plaintiff and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CRESCENCIO GONZALEZ in his individual
capacity, and on behalf of himself and all other
aggrieved employees

Plaintiffs,

v.

ABOVE ALL PROPERTY MANAGEMENT,
LLC AND ABE BAK, DOES 1 to 100,
inclusive

Defendants.

Case No.: 23BBCV02645

Hon. FRANK M. TAVELMAN

Dept. A

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: November 15, 2024

Hearing Time: 9:00 a.m.

FILED

Superior Court of California
County of Los Angeles

11/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Garcia Deputy

1 Plaintiff Crescencio Gonzalez Ortega (“Plaintiff”) Motion to Approve PAGA Settlement
2 (“Motion”) came on for hearing before this Court on November 15, 2024, at 9:00 a.m., or as soon
3 thereafter as the matter was heard in Department A of the Los Angeles Superior Court, located at
4 300 E Olive Ave, Burbank, CA 91502, the Honorable Frank M. Tavelman presiding.

5 Having fully reviewed the Motion, the supporting Points and Authorities, the Declaration
6 of Sam A. Donabedian Esq. filed in support thereof, including the Settlement and Release of
7 Claims (“Settlement” or “Agreement”) attached hereto as **Exhibit A** and any further oral or
8 documentary evidence or argument presented at the time of the hearing, **THE COURT HEREBY**
9 **MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

- 10 1. All defined terms contained herein shall have the same meanings as set forth in the
11 Agreement.
- 12 2. The Agreement is fair, adequate, and reasonable, in the best interests of the LWDA, and
13 represents a reasonable outcome in light of the risks and costs of further litigation. The
14 Agreement is the product of arms-length, serious, informed, non-collusive, and non-
15 overreaching negotiations.
- 16 3. Pursuant to California *Labor Code* section 2699, subd. (1)(2), the Court approves the
17 Agreement, and hereby directs that the Agreement be consummated in accordance with
18 its terms and conditions, including the following:
 - 19 a. Phoenix Administrator is appointed as the Settlement Administrator.
 - 20 b. Within 10 court days, Defendants shall provide the Settlement Administrator with
21 a list of the Aggrieved Employees as specified in the PAGA Settlement
22 Agreement.
 - 23 c. Within 20 calendar days, Defendants shall fund GSA to the Settlement
24 Administrator pursuant to the PAGA Settlement Agreement.
 - 25 d. Within 15 calendar days after delivery of the GSA to the Administrator, the
26 Administrator shall pay:
 - 27 i. Plaintiffs’ Counsel’s attorneys’ fees in the amount of \$4,000.00.
 - 28 ii. Plaintiffs’ Counsel’s costs in the amount of \$2,500.00.

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On September 9, 2024 I served the foregoing document described as: **PROPOSED ORDER** on the interested parties in this action addressed as follows:

MICHAEL EISENBERG
mbe@laborlitigators.com
BRYAN EDGAR
bwe@laborlitigators.com
EISENBERG & ASSOCIATES
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____ (BY FACSIMILE TRANSMISSION) I caused such document to be sent facsimile transmission to the number listed above.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the office of the addressee.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

///

(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 9, 2024, at Westlake Village, California.

Sam Donabedian

SAM DONABEDIAN, ESQ.