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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 ANDREW ARELLANO and ELIZABETH
14 RUVALCABA, on behalf of the State of
California and other aggrieved persons,

15 *Plaintiffs,*

16 v.

17 GK MANAGEMENT CO., INC., a California
18 corporation; and DOES 1 through 10, inclusive,

19 *Defendants.*

Case No.: 24STCV06468

*[Assigned for All Purposes to the Hon. Steven
A. Ellis, Dept. 56]*

16 **[PROPOSED] ORDER GRANTING**
17 **PLAINTIFFS' MOTION FOR APPROVAL**
18 **OF PAGA SETTLEMENT AND**
19 **JUDGMENT THEREON**

Approval of PAGA Settlement Hearing:

Date: February 17, 2026

Time: 8:30 a.m.

Dept: 56

RES ID: 133278621710

Action Filed: March 15, 2024

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14 Elizabeth Ruvalcaba

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on February 17, 2026, at 8:30 a.m., in Department 56
3 of the Superior Court of California, County of Los Angeles, Stanley Mosk Courthouse, located
4 at 111 North Hill Street, Los Angeles, California 90012, the Honorable Steven A. Ellis
5 presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs’
6 Motion for Approval of PAGA Settlement (the “Motion”), and for good cause appearing,
7 Plaintiffs’ Motion is GRANTED.

8 The Court approves the Private Attorneys General Act (“PAGA”) Settlement Agreement
9 (“Settlement”) entered into by Plaintiffs Andrew Arellano and Elizabeth Ruvalcaba
10 (collectively “Plaintiffs”) and Defendant GK Management Co., Inc. (“Defendant,” and
11 collectively with Plaintiffs, the “Parties”), and hereby ORDERS as follows:

12 1. Defendant shall pay the Gross Settlement Amount of \$375,000.00 according to the
13 terms of the Settlement.

14 2. The Net Settlement Amount means the Gross Settlement Amount minus the
15 following: (a) one third (1/3) of the Gross Settlement Amount allocated to Attorneys’ Fees
16 (currently estimated to be \$125,000.00); (b) up to \$60,000.00 allocated to litigation costs; (c)
17 \$6,545.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to each of the
18 Plaintiffs (\$20,000.00 total) as Enhancement Awards.

19 (a) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm,
20 PLC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP of Attorneys’ Fees in the amount of
21 one third (1/3) of the Gross Settlement Amount, to be paid from the Gross Settlement Amount.

22 (b) The Court approves payment to Plaintiff’s counsel, Wilshire Law Firm,
23 PLC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP of litigation costs in the amount of
24 \$41,311.32, to be paid from the Gross Settlement Amount.

25 (c) The Court approves payment to the Settlement Administrator, ILYM Group
26 Inc., for its reasonable costs and fees to administer the Settlement, not to exceed \$6,545.00, to be
27 paid from the Gross Settlement Amount.

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(d) The Court approves \$10,000.00 to be paid to each of the Plaintiffs (\$20,000.00 total) as Enhancement Awards for their efforts as named plaintiffs and representatives for other Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor & Workforce Development Agency (“LWDA”) and 25% is allocated to the aggrieved employees.

4. The “PAGA Period” is defined as the period from August 29, 2022, through December 16, 2024.

5. The “Aggrieved Employees” are all hourly, non-exempt employees of Defendant in California during the PAGA Period. The Aggrieved Employees are bound by the release outlined in Paragraph 5.3 of the Settlement Agreement.

6. “Effective Date” means the date the Court enters the Judgment.

7. “Released Parties” means Defendant and each of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, third party agencies, or other related entities, including, but not limited to, Goldrich & Kest Industries, LLC, Goldrich Kest, LLC, Lanewood Apartments, Overland Computer Service Co., and each of the aforementioned parties’ past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity that may be argued to be an alter ego of any of the foregoing and/or jointly liable for the Released PAGA Claims.

8. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

9. Release by Aggrieved Employees: As of the date when Defendant fully funds the Gross Settlement Amount, “[e]ach and every one of the Aggrieved Employees release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (“the Aggrieved Employee Releasers”), the Released Parties from any and all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Actions and the PAGA Notices which occurred during

1 the PAGA Period, and expressly excluding all other claims, including underlying wage and hour
2 claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and
3 Housing Act, unemployment insurance, disability, social security, workers' compensation, and
4 PAGA claims outside of the PAGA period."

5 10. The Settlement Administrator will calculate each Individual PAGA Payment as
6 follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
7 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
8 Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

9 11. The Court directs the Administrator to send the Settlement Notice, attached as
10 **Exhibit 6** to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Approval of
11 PAGA Settlement, to the Aggrieved Employees with the Individual PAGA Payments to be issued
12 pursuant to the Settlement.

13 12. Within 14 days after Defendant fully funds the Gross Settlement Amount, the
14 Administrator shall mail checks for all Enhancement Awards, Individual PAGA Payments, the
15 LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment,
16 and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation
17 Expenses Payment shall not precede disbursement of Individual PAGA Payments.

18 13. The Court directs the Parties and the Settlement Administrator to carry out the terms
19 of the Settlement.

20 14. Under California Code of Civil Procedure section 664.6, the Court retains
21 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
22 terms.

23 15. Upon completion of the Settlement, the Administrator will provide written
24 certification of the completion to the Court and counsel for the Parties which shall be filed with
25 the Court on or before _____, 2026 (suggested 15 days prior to compliance
26 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
27 Settlement Agreement for _____ at _____ a.m./p.m.

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

17. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

HON. STEVEN A. ELLIS
JUDGE OF THE SUPERIOR COURT