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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

JULIAN RAMOS, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

CRUISE LLC, a Delaware limited liability
company; ACTALENT, INC., a Maryland
corporation; ACTALENT SERVICES, LLC, a
Maryland limited liability corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-23-609247

Assigned for All Purposes To:

Hon. Jeffrey S. Ross

Dept: 606

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT;
FINAL JUDGMENT**

Hearing Date: October 8, 2025

Time: 9:00 a.m.

Dept.: 606

On October 8, 2025 at 9:00 a.m. in Department 606, Plaintiff Julian Ramos’s (“Plaintiff”) unopposed Motion for Approval of the parties’ PAGA Settlement Agreement (“Settlement Agreement”) came before the Court for hearing pursuant to the Private Attorney’s General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for defendants Cruise LLC (“Defendant Cruise”), Actalent, Inc. (“Defendant Actalent”), and Actalent Services, LLC. (“Defendant Actalent Services”) (collectively “Defendants”). There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. There are approximately 309 Aggrieved Employees, defined as “any non-exempt employee of Actalent assigned to work for Cruise in California during the PAGA Period, including Plaintiff” which is the period from “September 21, 2022 through November 15, 2022” (“PAGA Period”).

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$82,500.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with
3 the notice requirements of California Labor Code § 2699.

4 5. Effective on the date when Defendants fully fund the entire Gross Settlement
5 Amount, Plaintiff, Aggrieved Employees and the LWDA will release claims against all Released
6 Parties as follows:

7 All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
8 and their respective former and present representatives, agents, heirs, administrators, successors
9 and assigns, the Released Parties from all claims, demands, rights and/or causes of action under
10 PAGA that arose during the PAGA Period and that were alleged or reasonably could have been
11 alleged based on the facts stated in the Operative Complaint and/or the PAGA Notice.

12 “Released Parties” are Defendants and each of their respective former and present directors,
13 officers, shareholders, owners, members, employees, parents, subsidiaries, predecessors,
14 successors, affiliates, and assigns.

15 “Operative Complaint” means Plaintiff’s First Amended Complaint filed on November 30,
16 2023 in the Action.

17 “PAGA Notice” means Plaintiff’s September 21, 2023 letter to Defendants and the LWDA
18 providing notice pursuant to California Labor Code section 2699.3, subdivision (a).

19 6. Nothing in the Settlement Agreement is intended or should be construed as an
20 admission by Defendants that any of the allegations in the Operative Complaint have merit or that
21 Defendants have any liability for any claims asserted; nor should it be intended or construed as an
22 admission by Plaintiff that Defendants’ defenses in the Action have merit.

23 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
24 Counsel for settlement purposes.

25 8. Pursuant to the terms of the Settlement, the Court awards Attorneys’ Fees to PAGA
26 Counsel in the total amount of **\$27,500.00**, to be paid out of the Gross Settlement Amount, as final
27 payment for and satisfaction of any and all attorney's fees arising out of the Action.

28 9. Pursuant to the terms of the Settlement, the Court awards Attorneys’ Costs to

1 PAGA Counsel in the amount of **\$19,773.19**, to be paid out of the Gross Settlement Amount, as
2 final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

3 13. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the
4 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
5 administration related payments in the amount of **\$5,000.00** as compensation for its fees and costs
6 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

7 14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
8 approximately **\$30,226.81** shall be allocated as follows: 75% (**\$22,670.11**) will be paid to the
9 LWDA and the remaining 25% (**\$7,556.70**) will be paid to the Aggrieved Employees pursuant to
10 the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11 15. Defendants will not be required to pay any additional amounts in connection with
12 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
13 Order.

14 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
15 purposes of supervising the implementation, enforcement, construction, administration, and
16 interpretation of the Settlement Agreement and this Judgment.

17 17. The Court hereby enters judgment of the entire Action, with prejudice, for the
18 reasons set forth above and upon the terms set forth in the Settlement Agreement.

19 18. This Judgment is intended to be a final disposition of the above-captioned action in
20 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
21 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

22 **IT IS SO ORDERED.**

23
24 DATED: _____ 2025

25 Hon. Jeffrey S. Ross
26 Judge of the Superior Court
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