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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

JOSEPH LUIS MARTIN, on behalf of himself
and all others similarly situated, and the general
public,

Plaintiff,

vs.

SILVER STRAND, INC., a California
corporation; WORKYARD, INC., a Delaware
corporation; WORKYARD HOLDINGS, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23-CIV-04473

Assigned for All Purposes To:
Hon. Nicole D. Healy
Dept.: 28

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

Date: April 22, 2026
Time: 2:00 p.m.
Dept.: 28

On April 22, 2026 at 2:00 p.m. in Department 28, Plaintiff Joseph Luis Martin’s (“Plaintiff”) unopposed Motion for Approval of the parties’ PAGA Settlement Agreement and Release (“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 Defendant Silver Strand, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to as the “Parties”). 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 Defendant 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. Aggrieved Employees are defined as “all current and former non-exempt employees of Defendant in California who worked during the PAGA Period,” which is “the period from September 20, 2022, through July 10, 2024.”

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$392,500.00 (“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.

4. The Court hereby finds that Plaintiff’s notice of the proposed Settlement submitted

1 to the Labor and Workforce Development Agency (“LWDA”) fully and adequately complied with
2 the notice requirements of California Labor Code § 2699.

3 5. Upon the Effective Date and the date Defendant fully funds the Gross Settlement
4 Amount, Plaintiff, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7 Aggrieved Employees may not opt-out of this Release.

8 “Released Parties” means Defendant and each of its former, present, and future parents,
9 affiliates, divisions, managing members, related entities, board members, trustees, attorneys or
10 legal representatives, representatives, administrators, fiduciaries, beneficiaries, subrogees,
11 partners, directors, officers, managing agents, shareholders, owners, members, attorneys,
12 employees, managers, insurers, predecessors, successors, assigns, subsidiaries, parent companies,
13 and affiliated entities and individuals, and members of the foregoing, and/or any other entity or
14 individual which could be liable for the acts or omissions of the Defendant based on or arising out
15 of the Released PAGA Claims.

16 “Effective Date” means the date by when both of the following have occurred: (a) the Court
17 enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The
18 Judgement is final as of the later of the following occurrences: (a) the day the Court enters
19 Judgment; and (b) the day the Court enters its Order Granting Approval of the PAGA Settlement.

20 “Released PAGA Claims” means any and all claims brought under PAGA that were alleged
21 or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or
22 PAGA Notice, including, but not limited to, alleged violations of the California Labor Code
23 sections 201, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 227.3, 354,
24 408, 510, 512, 515, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1194, 1194.2, 1197,
25 1197.1, 1198, 1199, 2698, 2699, 2802, and the applicable California Industrial Welfare
26 Commission Wage Orders, during the PAGA Period.

27 6. Nothing in the Settlement Agreement is intended or should be construed as an
28 admission by Defendant that any of the allegations in the Operative Complaint have merit or that

Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit.

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

8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$130,833.33**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$13,077.46**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

10. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$3,500.00** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$245,089.21** shall be allocated as follows: 75% (**\$183,816.91**) will be paid to the LWDA and the remaining 25% (**\$61,272.30**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

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

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

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

16. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing

jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

DATED: _____ 2026

Hon. Nicole D. Healy
Judge of the Superior Court