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Attorneys for Plaintiff JAMES D. GREENE
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JAMES D. GREENE, on behalf of himself and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

BLUEWATER GRILL REDONDO LP, a
California partnership; BLUEWATER
REDONDO BEACH, INC., a California
corporation; BLUEWATER SANTA
BARBARA, INC., a California corporation;
BLUEWATER SANTA BARBARA, LP, a
California Partnership; BLUEWATER
TEMECULA, INC., a California corporation;
BLUEWATER TEMECULA, LP, a California
partnership; BLUEWATER AVALON, INC., a
California Corporation; BLUEWATER
AVALON, LP, a California partnership;
BLUEWATER CARLSBAD, INC., a California
corporation; BLUEWATER CARLSBAD, LP, a
California partnership; BLUEWATER
CORONADO, INC., a California corporation;
BLUEWATER CORONADO, LP, a California
partnership; BLUEWATER PHOENIX, INC., a
California corporation; BLUEWATER
PHOENIX, LP, a California partnership; BLUE

Case No. 24STCV00295

Assigned for All Purposes To:

Hon. Tony L. Richardson

Dept.: 39

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

Date: September 25, 2025

Time: 8:30 a.m.

Dept.: 39

1 WATER NEWPORT BEACH, INC., a
2 California corporation; BLUEWATER GRILL,
3 an entity of unknown form; AVALON, an entity
4 of unknown form; BOATHOUSE, an entity of
5 unknown form; EL GALLEON, an entity of
6 unknown form and DOES 1 through 50,
7 inclusive,

Defendants.

On September 25, 2025 at 8:30 a.m. in Department 39, Plaintiff James D. Greene (“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 Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for Defendants BLUEWATER GRILL REDONDO LP; BLUEWATER REDONDO BEACH, INC.; BLUEWATER SANTA BARBARA, INC.; BLUEWATER SANTA BARBARA, LP; BLUEWATER TEMECULA, INC.; BLUEWATER TEMECULA, LP; BLUEWATER AVALON, INC.; BLUEWATER AVALON, LP; BLUEWATER CARLSBAD, INC.; BLUEWATER CARLSBAD, LP; BLUEWATER CORONADO, INC.; BLUEWATER CORONADO, LP; BLUEWATER PHOENIX, INC.; BLUEWATER PHOENIX, LP; and BLUE WATER NEWPORT BEACH, INC. (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. Aggrieved Employees are defined as “any individual who was employed as a non-exempt hourly employee of Defendants within the state of California during the PAGA Period,” which is “the period from October 26, 2022 through December 30, 2024.”

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$625,000.00 (“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

1 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and
2 has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court
3 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to
4 effectuate the Settlement according to the terms outlined in the Settlement Agreement.

5 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
6 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with
7 the notice requirements of California Labor Code § 2699.

8 5. Upon the date Defendants fully fund the Gross Settlement Amount, Plaintiff and the
9 Aggrieved Employees shall be bound by the following release set forth in the Settlement Agreement.

10 Release of Claims:

11 All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of
12 themselves and their respective former and present representatives, agents, attorneys, heirs,
13 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that
14 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
15 Operative Complaint and the PAGA Notice, including alleged violations of California Labor Code
16 §§ 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2,
17 1197, 1197.1, 1198, and 2802, and §§ 3, 11 and 12 of the applicable Industrial Welfare Commission
18 Wage Order.

19 "Released Parties" are Defendants and each of their former and present directors, officers,
20 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
21 and affiliates.

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

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

28 8. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA

Counsel in the total amount of **\$208,333.33**, 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 **\$25,625.70**, 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. Pursuant to the terms of the Settlement, the Court awards Plaintiff Enhancement payment to Plaintiff in the total amount of **\$5,000.00**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all enhancement award fees arising out of the Action.

11. The Court appoints Simpluris, Inc. ("Simpluris") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$6,256.00** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$379,784.97** shall be allocated as follows: 75% (**\$284,838.73**) will be paid to the LWDA and the remaining 25% (**\$94,946.24**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15. Defendants 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.

16. 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.

17. 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.

18. 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.

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2 DATED: _____ 2025

3 Hon. Tony L. Richardson
4 Judge of the Superior Court
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