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14758 Pipeline Ave., Suite E

8 Chino Hills, CA 91709

9 Attorneys for Plaintiff  
David Llamas

10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12  
13 DAVID LLAMAS, individually and on behalf of  
14 all others similarly situated,

15 Plaintiff,

16 vs.

17 SAN DIEGO SUNRISE MANAGEMENT  
18 COMPANY, INC., and DOES 1 to 100,

19 Defendants.  
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Case No.: 37-2023-00044344-CU-OE-CTL

**NOTICE OF ENTRY OF ORDER  
GRANTING APPROVAL OF PAGA  
SETTLEMENT**

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**TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on October 14, 2025, the Court entered the order granting approval of the PAGA Settlement. A true and correct copy of which is attached hereto as Exhibit 1.

Date: October 27, 2025

JANELLE CARNEY – ATTORNEY AT LAW, APC  
FRONTIER LAW CENTER

By:   
Attorney for Plaintiff, David Llamas



ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
10/14/2023 12:12:14 PM

Clerk of the Superior Court  
By J. Siharath ,Deputy Clerk

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11 **COUNTY OF SAN DIEGO**  
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13 DAVID LLAMAS, individually and on behalf of  
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16 vs.

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COMPANY, INC., and DOES 1 to 100,

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Case No.: 37-2023-00044344-CU-OE-CTL  
Hon. James Mangione  
Dept. C-75

**~~[PROPOSED]~~ ORDER FOR COURT  
APPROVAL OF PAGA SETTLEMENT  
WITHOUT A HEARING**

Action filed: October 12, 2023

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The settlement was entered into in good faith, and the terms of the settlement are fair, reasonable and adequate and comply with the requirements of Labor Code § 2699, after considering the maximum potential recovery, the merits of Plaintiff's claims, and the means by which the parties arrived at the settlement;

The litigation costs and settlement administration expenses requested by Plaintiff's counsel are also reasonable.

The Court, having considered the proposed PAGA Settlement Agreement (“Settlement Agreement” or “PAGA Settlement Agreement” (A true and correct copy of which is attached hereto as **Exhibit 1**) between Plaintiff and Defendant pursuant to Labor Code § 2699(1):

(1) Plaintiff's PAGA Approval Motion is **GRANTED**.

1 In accordance with the PAGA Settlement Agreement and amendments thereto, the Gross  
2 Settlement Amount of \$140,000.00 shall be distributed as follows:

- 3 a. Plaintiff's counsel is awarded attorney's fees in the amount of \$49,000.00 and  
4 litigation costs in the amount of \$12,000.00.
- 5 b. Settlement administration expenses are approved in the amount of \$3,950.00.
- 6 c. The Net Settlement Amount/PAGA Penalties in the amount of \$75,050.00 shall  
7 be distributed 75% to the LWDA, in the amount of \$56,287.50, and 25% to the  
8 eight Aggrieved Employees, in the amount of \$18,762.50. Aggrieved  
9 Employees are defined as "all current and former non-exempt employees who  
10 have worked for Defendant in California as an hourly employee during the  
11 period of October 12, 2022, through August 31, 2025."
- 12 d. Under the PAGA Settlement Agreement, Plaintiff will receive a pro rata share of  
13 25% of the PAGA Penalties calculated according to the number of Pay Periods  
14 he worked during the PAGA Period. Plaintiff is receiving separate payments in  
15 consideration of his individual claims under an Individual Settlement Agreement  
and General Release.

16 (2) Effective on the date when Sunrise fully funds the entire Gross Settlement Amount  
17 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

18 **Release by the Aggrieved Employees:**

19 All Aggrieved Employees are deemed to release, on behalf of themselves and their  
20 respective former and present representatives, agents, attorneys, heirs, administrators,  
21 successors and assigns, the Released Parties from all claims for PAGA penalties that were  
22 alleged, or reasonably could have been alleged, based on the facts stated in the Operative  
23 Complaint and the PAGA Notice during the PAGA Period.

24 **Release by Plaintiff and PAGA Counsel:**

25 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,  
26 successors and assigns the Released Parties from all claims for PAGA Fees incurred in  
27 connection with the Operative Complaint and the PAGA Period facts stated in the  
28 Operative Complaint and the PAGA Notice.

1           (3)     The appointment of ILYM Group, Inc. as third-party settlement administrator is  
2 approved, and ILYM Group, Inc. is **ORDERED** to effectuate the settlement of this action in  
3 accordance with the PAGA Settlement Agreement and any amendments thereto, including notice  
4 and payments to allegedly aggrieved employees representing Labor Code civil penalties in an  
5 amount according to the number of PAGA pay periods they worked for Sunrise between October  
6 12, 2022 through August 31, 2025.

7           (4)     Plaintiff shall provide Notice of this Order to the LWDA within 10 calendar days  
8 after its entry.

9           (5)     Neither the Settlement Agreement, nor any terms of the Settlement Agreement, or  
10 any amendments thereto, are an admission of liability by the Released Parties, nor is the Court's  
11 instant Order a finding of the validity of any claims in the lawsuit or of any wrongdoing by any  
12 Released Parties.

13           (6)     Without affecting the finality of this Order or the dismissal referenced below, in  
14 accordance with California law, including, but not limited to Code of Civil Procedure §664.6, the  
15 Court retains jurisdiction of all matters relating to the interpretation, administration,  
16 implementation, effectuation and enforcement of this Order and Judgment and the PAGA  
17 Settlement Agreement and any amendments thereto.

18           (7)     The case, and all claims therein, are hereby dismissed with prejudice against all  
19 parties.

20           (8)     This Order and Judgment is intended to be a final disposition of the action in its  
21 entirety, and it is intended to be immediately appealable.

22           (9)     The parties are ordered to carry out the terms of the settlement in accordance with  
23 the terms of the PAGA Settlement Agreement and the amendments thereto.

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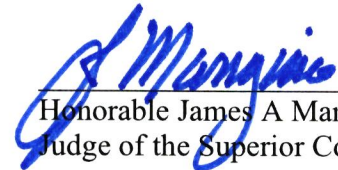
28 /////

1 **JUDGMENT**

2 Judgment shall be entered through the filing of this Order and Judgment. (Code Civ. Proc.,  
3 § 668.5.) Plaintiff shall take from the operative complaint in this action only the relief set forth in  
4 the PAGA Settlement Agreement and amendments thereto and this Order and Judgment.

5  
6 **IT IS SO ORDERED.**

7  
8 Date: 10.14.25

9   
Honorable James A Mangione,  
Judge of the Superior Court

## PROOF OF SERVICE

### STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On September 9, 2025, I served the foregoing document described as:

#### **[PROPOSED] ORDER FOR COURT APPROVAL OF PAGA SETTLEMENT WITHOUT A HEARING**

on INTERESTED PARTIES in this action as stated below:

David Nusz  
O'HAGAN MEYER  
4695 MacArthur Ct., Ste 900  
Newport Beach, CA 92660  
[dnusz@ohaganmeyer.com](mailto:dnusz@ohaganmeyer.com)  
[slopez@ohaganmeyer.com](mailto:slopez@ohaganmeyer.com)

Matthew Sullivan  
O'HAGAN MEYER  
3200 Park Center Dr., Suite 700  
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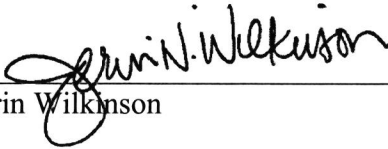
Manny Starr, Esq.  
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FRONTIER LAW CENTER  
6200 Canoga Ave., Suite 470  
Woodland Hills, CA 91367

**XX BY E-MAIL:** I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: [Jerin@JanelleCarneyLaw.com](mailto:Jerin@JanelleCarneyLaw.com)

California Labor & Workforce Development Agency  
Via Online Filing  
<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Executed on September 9, 2025, at Chino Hills, California.

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

  
\_\_\_\_\_  
Jerin Wilkinson

## PROOF OF SERVICE

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on INTERESTED PARTIES in this action as stated below:

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O'HAGAN MEYER  
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Newport Beach, CA 92660  
[dnusz@ohaganmeyer.com](mailto:dnusz@ohaganmeyer.com)  
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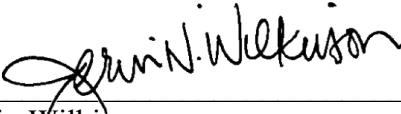
Manny Starr, Esq.  
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[eservice@frontierlawcenter.com](mailto:eservice@frontierlawcenter.com)  
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Via Online Filing  
<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Executed on October 27, 2025, at Chino Hills, California.

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

  
\_\_\_\_\_  
Jerin Wilkinson