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Attorneys for **Plaintiff**
KRISTOPHER MASLARDZIEVSKI;
NATHAN ORMAN

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT—MOSK

KRISTOPHER MASLARDZIEVSKI, an
individual, NATHAN ORMAN

Plaintiff,

vs.

McINTIRE REAL ESTATE INC, et al

Defendants

) Case No. **23STCV05916**
)
) **Assigned for all purposes to Dept 2, Judge**
) **Kristin S. Escalante for all purposes**
)
)
) **~~PROPOSED~~ ORDER**
)
)
) **Date: October 8, 2025**
) **Time: 8:30 a.m.**
) **Dept: 2**
) **Res #: 251994102908**

The motion of Plaintiff **KRISTOPHER MASLARDZIEVSKI** for an order approving the settlement of the above-captioned action and entering judgment thereon (“Motion”) having come before the Court, and the Court being duly apprised of the premises, good cause appearing,

IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of this action is hereby approved.

IT IS FURTHER ORDERED as follows:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall

1 have the same meaning as given in the PAGA Settlement Agreement (“Settlement Agreement”)
2 attached as Exhibit C to the Declaration of Barry G. Florence filed in support of the Motion.

3 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
4 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to the
5 PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the Court,
6 Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the Settlement
7 Agreement. The Court finds and determines that Plaintiff’s notice of the settlement complied with the
8 statutory requirements of the PAGA.

9 3. The Court confirms approval of the settlement as to the following group of individuals,
10 collectively referred to as the “Aggrieved Employees” as to those identified in the PAGA Settlement
11 Agreement

12 4. This Court has jurisdiction over the subject matter of this litigation, Plaintiff, the
13 Aggrieved Employees, Defendants, and over those persons and entities undertaking affirmative
14 obligations under the settlement.

15 5. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate.
16 Accordingly, the Court hereby finally and unconditionally approves the settlement.

17 6. The Court finds that each Aggrieved Employee, in accordance with the settlement,
18 releases the following “Released PAGA Claims” against the Released Parties: all claims for PAGA
19 penalties that were alleged or reasonably could have been alleged, based on the PAGA Period facts
20 stated in the Operative Complaint and the PAGA notice. The Settlement Agreement neither releases
21 the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate
22 statutes other than PAGA, nor effects a waiver of claims by Aggrieved Employees against the
23 Released Parties for any individual wage and hour claims.

24 7. The Court approves the Gross Settlement Amount of \$10,000.00. The Court
25 further finds that the Gross Settlement Amount, PAGA Penalties, and the methodology used to
26 calculate and pay each Individual PAGA Payment, in accordance with the Settlement Agreement, are
27 fair and reasonable.

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8. The Court approves the PAGA Penalties fund of \$10,000. Seventy-five percent (75%) of the PAGA Penalties, \$7500.00, will be paid to the State of California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) of the PAGA Penalties, \$2500.00 shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement Agreement.

9. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after one hundred eighty (180) days shall be send to the Unclaimed Property Fund administered by the California State Controller's Office in the names of the Aggrieved Employees to whom the funds relate.

10. The Court retains exclusive and continuing jurisdiction over this Action, pursuant to Code of Civil Procedure 664.6 for purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well as the settlement.

11. Nothing in this Order and Judgment or the settlement shall be construed as an admission or concession by any party. The settlement and this resulting Judgment and Order simply represent a compromise of disputed allegations.

12. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 02/23/2026



Steven A. Ellis / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 3435 Wilshire Boulevard, Suite 2700, Los Angeles, California 90010-2013.

On February 19, 2026, I served the foregoing document(s) described as: **PROPOSED ORDER** on the interested parties in this action by placing true and correct copies thereof in sealed envelopes addressed as follows:

Victor M. Bartholetti
16530 Ventura Blvd., Suite 211
Encino, CA 91436

☐ **(By U.S. Mail)**

I placed such envelope for deposit in the U.S. Mail for service by the United States Postal Service, with postage thereon fully prepaid, at Los Angeles, California. I am "readily familiar" with the practice of Law Offices of Barry G. Florence for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

☐ **(By Overnight Delivery):**

I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the address listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **(By Personal Service):**

I caused such envelope to be delivered by hand to

☐ **(By Facsimile Transmission):**

Based upon an agreement of the parties to accept service by fax transmission, I caused a true and complete copy of the document(s) described above to be transmitted by fax transmission to the fax number(s) of the person(s) set forth above. No error was reported by the fax machine that I used.

☒ **(By Email or Electronic Transmission):**

Based upon an agreement of the parties to accept service by email or electronic transmission, I caused a true and complete copy of the document(s) described above to be sent to the email address set forth above. The email was not returned by the server as being undeliverable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 19, 2026**, at Los Angeles, California.

Barry G Florence

Barry G. Florence