

AUG 21 2026
Clerk of the Superior Court
By: V. Secaur, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

FLOYD LINDLEY and ANDREW SALSE,
on behalf of the State of California,

Plaintiffs,

v.

GLEIBERMAN PROPERTIES, INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: JCCP 5386

Assigned to the Hon. Katherine A. Bacal

**[PROPOSED] PAGA SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

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1 6. The Court approves a PAGA Counsel Fees Payment of \$244,860, allocated as
2 follows: \$98,244 to Bokhour Law Group, P.C., \$98,244 to Falakassa Law, P.C.; and \$48,972 to
3 Wilshire Law Firm, PLC, to be paid from the Gross Settlement Amount as full compensation for all
4 attorneys' fees incurred or to be incurred in connection with the Action, the arbitration, and the
5 implementation of the Settlement.

6 7. The Court approves a PAGA Counsel Litigation Expenses Payment of \$21,077.09,
7 allocated as follows: \$4,838.79 to Wilshire Law Firm, PLC, and \$16,238.30 to Bokhour Law Group,
8 P.C., to be paid from the Gross Settlement Amount as full reimbursement of actual, out-of-pocket
9 litigation costs reasonably incurred in the prosecution and resolution of the Action.

10 8. The Court approves a Service Payment in the amount of \$10,000 to each named
11 Plaintiff for their time, effort, and service in representing the interests of the State of California and
12 Aggrieved Employees, and their agreement to a general release of their individual claims. This
13 amount shall be paid from the Gross Settlement Amount.

14 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator and approves
15 an Administration Expenses Payment of \$6,000, to be paid from the Gross Settlement Amount, as
16 reasonable and necessary to administer the Settlement.

17 10. The remaining PAGA Penalties, totaling \$442,642.90, shall be allocated as follows:
18 75% (\$331,982.18) to the LWDA; and 25% (\$110,660.72) to the Aggrieved Employees, to be
19 distributed pro rata based on the number of PAGA Pay Periods worked during the PAGA Period, as
20 set forth in the Settlement Agreement.

21 11. Upon Defendant's full funding of the Gross Settlement Amount, the releases set forth
22 in the Settlement Agreement shall become effective and binding on the Parties. The term "Released
23 Parties" shall have the meaning set forth in the Settlement Agreement. The Court confirms the
24 following:

25 Upon the occurrence of the Effective Date and the full funding of the Gross
26 Settlement Amount, Plaintiffs, the PAGA Employee Group, the State of California,
27 and the Labor and Workforce Development Agency shall release any and all claims
28 under the California Labor Code Private Attorneys General Act of 2004 ("PAGA")

1 against Defendant and the Released Parties. This release includes all PAGA claims
2 asserted or that could have been asserted in the operative Complaint filed by Plaintiff
3 Lindley, in the operative Complaint filed by Plaintiff Salse, in the Operative
4 Complaint as amended in the Action, and/or in Plaintiffs' original PAGA Notices
5 and the joint Amended PAGA Notice based on the facts and allegations contained
6 therein. The claims released include, but are not limited to, alleged violations for
7 failure to pay for all hours worked, including off-the-clock work; failure to pay
8 minimum wages; failure to pay overtime wages; failure to pay overtime wages at the
9 regular rate of pay; failure to provide meal periods and premium pay; failure to pay
10 meal period premium pay at the regular rate of pay; failure to authorize and permit
11 rest periods and premium pay; failure to pay rest period premium pay at the regular
12 rate of pay; failure to pay sick leave at the regular rate of pay; failure to provide one
13 day of rest in seven; failure to provide reporting time pay; failure to reimburse
14 necessary business expenses; failure to timely pay wages during employment; failure
15 to provide timely wages upon separation of employment (waiting time penalties);
16 failure to maintain accurate records; failure to timely produce requested employment
17 records; failure to furnish complete, accurate, itemized wage statements; and
18 violations of California's paid sick leave requirements. This release includes all
19 claims for civil penalties arising under the California Labor Code, including but not
20 limited to Labor Code sections 200, 201, 202, 203, 204, 204b, 210, 213(d), 216,
21 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226(a), 226(e), 226(h), 226.3, 226.7,
22 227.3, 231, 245 through 248.5, 248.6, 248.7, 256, 404, 432, 450, 510, 512, 512(a),
23 516, 551, 552, 558, 558.1, 1174, 1174(d), 1174.4, 1174.5, 1181.12, 1194, 1194(a),
24 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 through 2699.5, 2800, 2802, 2804,
25 2810.5, and the applicable Wage Orders of the Industrial Welfare Commission. This
26 release encompasses all PAGA claims, known and unknown, arising from the facts
27 and allegations pleaded in the Actions during the PAGA Release Period.
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12. Neither this Order, the Judgment, nor the Settlement Agreement shall be construed as an admission or concession of liability or wrongdoing by Defendants or the Released Parties. The Settlement is entered into solely for the purpose of compromise and resolution. This Order and Judgment shall not be used or admissible in any other proceeding, except as necessary to enforce its terms or to support defenses such as standing, claim preclusion, res judicata or release.

13. The Court reserves continuing jurisdiction over the implementation, enforcement, interpretation, and administration of the Settlement Agreement, this Order, and the Judgment pursuant to Code of Civil Procedure § 664.6.

14. Within ten (10) days of entry of this Order and Judgment, Plaintiffs shall submit a copy to the LWDA, as required by Labor Code § 2699(s)(3).

15. The Court hereby enters final judgment in this Action pursuant to the terms of the Settlement Agreement and this Order.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 8/21/2024

HON. KATHERINE A. BACAL JUDY S. BAE
JUDGE OF THE SUPERIOR COURT