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individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOSHUA GILMORE, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

GOLDEN BOLT, LLC a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 24STCV11281

Honorable Theresa M. Traber
Department 1

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: March 5, 2026
Time: 10:30 a.m.
Department: 1

Complaint Filed: May 3, 2024
Trial Date: Not Set

[PROPOSED] ORDER AND JUDGMENT

On March 5, 2026 at 10:30 a.m. in Department 1 of the above-captioned Court located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Joshua Gilmore's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Theresa M. Traber. Blackstone Law, APC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared on behalf of Defendant Golden Bolt, LLC ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the Private Attorneys General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.
2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement.
3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").
5. The individuals covered under the Settlement consist of the following: "All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period." ("**Aggrieved Employees**"). The "**PAGA Period**" is defined

as the period from February 27, 2023 to August 15, 2025.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which shall be the Gross Settlement Amount (\$266,500.00) less the approved Attorneys' Fees and Costs to Plaintiff's Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to ILYM Group, Inc. ("**Settlement Administrator**"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("**LWDA Payment**") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees ("**Employees' Portion**") in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of \$93,275.00 to Plaintiff's Counsel for attorneys' fees, subject to Section 3(a)(6) of the Settlement Agreement. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of \$21,483.71 to Plaintiff's Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for an Enhancement Payment. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

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1 12. The Court approves payment in the amount of *up to* \$3,750.00 to the Settlement
2 Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross
3 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
4 Settlement Agreement.

5 13. The Court approves the cover letter (“**Cover Letter**”), attached hereto as **Exhibit A**
6 and the Settlement Administrator shall distribute the Cover Letter to Aggrieved Employees at the same
7 time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

8 14. No later than fourteen (14) calendar days after entry of this Order and Judgment,
9 Defendant will deliver a list to the Settlement Administrator, containing each Aggrieved Employee’s:
10 (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security
11 number; and (v) dates worked during the PAGA Period (collectively, “Aggrieved Employees List”).

12 15. No later than twenty-one (21) calendar days after entry of this Order and Judgment,
13 Defendant will fully fund the Gross Settlement Amount by transmitting the funds to a qualified
14 settlement account established by the Settlement Administrator. If the date by which payment by
15 Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due
16 date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in
17 the State of California.

18 16. No later than seven (7) calendar days of receiving the Aggrieved Employees List and
19 Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA
20 Payments along with the Cover Letter to Aggrieved Employees, the LWDA Payment to the LWDA,
21 the Enhancement Payment to Plaintiff, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the
22 Settlement Administration Costs to itself.

23 17. Each Individual PAGA Payment check will be valid and negotiable for one hundred
24 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
25 Any funds associated with such canceled checks will be distributed by the Settlement Administrator
26 to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee
27 at issue and the amount of their Individual PAGA Payment(s).

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1 18. If the actual number of Pay Periods is more than five percent (5%) above 5,330, then
2 the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in
3 the number of Pay Periods worked by the Aggrieved Employees above 5% (i.e., if the number of Pay
4 Periods increased by 6%, then the Gross Settlement Amount will increase by 1%).

5 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

6 20. Upon the date of entry of this Order and Judgment and full funding of the Gross
7 Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will
8 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
9 discharged Defendant and its current and former officers, directors, members, insurers, shareholders,
10 subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the “**Released Parties**”)
11 from any and all claims arising from any of the factual allegations in the Operative Complaint and
12 PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General
13 Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant’s alleged failure to pay
14 overtime and minimum wages, provide compliant meal and rest periods and associated premium
15 payments, timely pay wages during employment and upon termination, provide complaint wage
16 statements, maintain complete and accurate payroll records, and reimburse necessary business-related
17 expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
18 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
19 Wage Orders (collectively, “**Released Claims**”).

20 21. Upon the date of entry of this Order and Judgment and full funding of the Gross
21 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
22 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
23 any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted
24 or unasserted, which Plaintiff has or may have as of the date of execution of the Settlement Agreement,
25 including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiff’s
26 employment and/or separation of employment with Defendant. With respect to those claims released
27 by Plaintiff in his individual capacity, Plaintiff acknowledges and waives any and all rights and
28 benefits available under California Civil Code Section 1542, which provides: A GENERAL

1 RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY
2 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
3 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
5 PARTY. Plaintiff understands and agrees that claims or facts in addition to or different from those
6 which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's
7 intention to, upon the date of entry of this Order and Judgment and full funding of the Gross Settlement
8 Amount, settle fully and release all claims Plaintiff now has against the Released Parties, whether
9 known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by
10 Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment
11 benefits, or other claims that may not be released by law.

12 22. No individualized notice of this Order and Judgment is required to be provided to the
13 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
14 system established for the filing of notices and documents, in conformity with California Labor Code
15 § 2699(1)(3).

16 23. A Non-Appearence Case Review re: Final Report is set for _____ at
17 _____ in Department 1 located at the Spring Street Courthouse, 312 North Spring Street, Los
18 Angeles, California 90012. The Settlement Administrator shall file a Final Report by
19 _____.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

Honorable Theresa M. Traber
Judge of the Superior Court

Exhibit A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Joshua Gilmore v. Golden Bolt, Inc.*,
Los Angeles County Superior Court Case No. 24STCV11281

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Joshua Gilmore v. Golden Bolt, Inc.*, Los Angeles County Superior Court Case No. 24STCV11281 (“Action”).

The lawsuit was filed on May 3, 2024 by Joshua Gilmore (“Plaintiff”) against Golden Bolt, LLC (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on February 27, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1029347-24 (“PAGA Letter”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant to avoid the costs of further litigation.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period February 27, 2023 to August 15, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released PAGA Claims.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

“Released Claims” means any and all claims arising from any of the factual allegations in the Operative

Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ILYM Group, Inc. at [toll-free phone number].