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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 MICHELLE SCHWANKE, individually, on
12 behalf of all others similarly situated, and as
13 a proxy of the State of California on behalf
of aggrieved employees,

14 Plaintiff,

15 v.

16 BODY CONCEPTS BY ORANGE TWIST
17 1 CORP., a California Corporation; and
Does 1 to 100, inclusive,

18 Defendants.
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Case No. 24STCV06778
Assigned to Hon. Laura A. Seigle

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: December 10, 2025
Time: 9:00 a.m.
Dept.: 17
Spring Street Courthouse
312 North Spring Street
Los Angeles, CA 90012

Complaint Filed: March 18, 2024
FAC Filed: May 17, 2024

1 **[PROPOSED] ORDER**

2 Plaintiff's Motion to Approve PAGA Settlement was filed with this Court on December 10, 2025,
3 and came for hearing on December 10, 2025 at 9:00 a.m. in Department SS-17 of the above-referenced
4 Court.

5 The Court, having considered Plaintiff's Notice of Motion and Motion to Approve PAGA
6 Settlement ("Motion"), the supporting declarations and exhibits thereto, the records and files in this
7 action and relevant legal authority, hereby GRANTS the Motion to Approve PAGA Settlement.

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 1. The Court, for purposes of this Order, refers to all defined terms and provisions as set
10 forth in the PAGA Settlement, which is attached as "**Exhibit 1**" to the Declaration of Alan Harris in
11 Support of Plaintiff's Motion filed herewith.

12 2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted and
13 approved.

14 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
15 in this action and is authorized to act as private attorney general with respect to the PAGA claims being
16 released under the terms of the PAGA Settlement. The California Labor and Workforce Development
17 Agency (the "LWDA") was provided with notice of the PAGA Settlement via its online submission
18 process, and no objection has been received to the PAGA Settlement from the LWDA.

19 4. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the
20 Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and
21 provisions.

22 5. Release of Claims. Upon approval by the Court of this Settlement, and subject to
23 Defendant's payment of the Gross Settlement Amount, Plaintiff, PAGA Members, and Plaintiff's counsel
24 will release claims against all Released Parties as follows:

- 25 a. Plaintiff, individually and in her representative capacity on behalf the State
26 of California, and the PAGA Members, will fully and finally release and discharge
27 the Released Parties from all claims, rights, demands, liabilities, costs, attorney's
28 fees, and causes of action for civil penalties under the PAGA arising during

1 employment by Defendant in California in a non-exempt position during the
2 PAGA Period, based on the factual and legal allegations pled in the operative First
3 Amended Complaint or alleged in the PAGA Notice to recover civil penalties
4 pursuant to PAGA for any alleged violations of the California Labor Code
5 sections, claims, and theories expressly pleaded or that could have been pleaded in
6 the Action, including, but not limited to, claims for alleged violations of California
7 Labor Code, including, but not limited to sections 201, 201.3, 202 204, 210, 216,
8 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 245.5, 246. 351, 432, 510, 512, 515,
9 551, 558, 558.1, 1102.5, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197,
10 1197.1, 1198, 1198.5, 1199, 2751, 2802, 2810.5, 2698, et seq., violations of IWC
11 Wage Orders, or for the following alleged violations: (1) Failure to provide payroll
12 records in violation of Code § 226(b); (2) Failure to provide personnel records in
13 violation of Code § 1198.5; (3) Failure to provide records in violation of Code §
14 432; (4) Failure to timely pay wages during employment in violation of Code §§
15 204 and 210; (5) Failure to pay wages and/or final wages in violation of Code §
16 203; (6) Wages by check on which payment refused under Code § 203.1; (7)
17 Unlawful Deductions under Code § 221; (8) Failure to provide itemized wage
18 statements in violation of Code § 226(a); (9) Failure to provide sick leave
19 information under Code §§ 245.5 and 246; (10) Failure to furnish information
20 under Code § 2810.5; (11) Failure to provide proper meal periods under Code §
21 226.7 and Wage Order § 11; (12) Failure to provide proper rest periods under Code
22 § 226.7 and Wage Order §12; (13) Improper classification of employees as
23 independent contractors in violation of Code § 226.8; (14) Failure to reimburse
24 necessary business expenses under Code § 2802; (15) Failure to pay minimum and
25 overtime wages in violation of Code §§ 510, 515, 558, 1194, and 1198; (16)
26 Failure to keep complete and accurate payroll records; (17) Failure to furnish
27 reporting time pay in violation of Applicable Wage Order § 5; (18) Failure to
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1 provide rest day in violation of Code § 551; (19) Failure to provide seating in
2 violation of Wage Order § 14; (20) Failure to remit gratuity in violation of Code §
3 351; (21) Failure to pay commission and/or bonuses; (22) Retaliation against
4 “whistleblowing” employees in violation of Cal. Lab. Code § 1102.5; (23)
5 Discrimination, discharge for exercise of employee rights in violation of Code §
6 98.6; (24) Improper payment of wages from out of state bank in violation of Code
7 § 212. (Settlement Agreement, ¶ 5.1.1.)

8 b. “Released Parties” means: Defendant, as well as Orange Twist, LLC the
9 Management Services Organization to Body Concepts By Orange Twist 1 Corp,
10 and each of its former and present directors, officers, shareholders, agents,
11 employees, owners, members, attorneys, insurers, predecessors, successors,
12 assigns, subsidiaries, and/or affiliates. (Settlement Agreement, ¶ 1.30.)

13 6. The PAGA Settlement is not an admission by Defendant, nor is this Order a finding of the
14 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA Settlement,
15 nor any document referred to herein, nor any action taken to carry out the PAGA Settlement, may be used
16 as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
17 Defendant.

18 7. Defendant shall pay the LWDA, the PAGA Members, PAGA Counsel, Plaintiff and
19 Administrator pursuant to the terms of the Settlement Agreement:

- 20 a. A payment in the amount of \$79,106.25, payable to the LWDA for civil penalties,
21 pursuant to PAGA;
- 22 b. A payment in the amount of \$26,368.75, payable to the Aggrieved Employees in a pro
23 rata basis for civil penalties, pursuant to PAGA;
- 24 c. An award of \$66,667, payable to PAGA Counsel, for reasonable attorneys’ fees,
25 pursuant to PAGA;
- 26 d. An award of \$19,008, payable to PAGA Counsel, for reasonable attorneys’ costs,
27 pursuant to PAGA;
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e. An award of \$5,000, payable to Plaintiff, for a PAGA Representative Service Payment, pursuant to PAGA; and

f. A payment of \$3,850, payable to ILYM Group, Inc., for settlement administration costs.

8. The Court appoints ILYM Group, Inc. as the Administrator.

9. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other charge, expense, or liability relating to the Released PAGA Claims and shall be released from all claims as set forth in the Settlement Agreement and in this Order.

10. Plaintiff's representative and individual PAGA claims are dismissed with prejudice. Plaintiff's remaining claims in this action are dismissed without prejudice.

11. Pursuant to California Code of Civil Procedure section 664, this Court will retain jurisdiction over the Parties, Action and the PAGA Settlement solely for purposes if (i) enforcing the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12. Plaintiff is to file a Declaration of Final Distribution by _____. A Non-Appearence Case Review is set for _____ at _____ a.m.

IT IS SO ORDERED.

DATED:

Hon. Laura Seigle
Judge of the Los Angeles Superior Court

1 **PROOF OF SERVICE**

2 I am an attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within
3 action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203.
4 On October 13, 2025, I served the within documents:

5 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE**
6 **PAGA SETTLEMENT**

7 Electronic Service: Pursuant to CRC 2.251 and Cal. Code Civ. Proc. § 1010.6, I cause the above-entitled
8 document(s) to be served via Case Anywhere, LLC to all parties appearing below:

9 Alessandra C. Whipple (awhipple@cdflaborlaw.com)
10 Todd R. Wulffson (twulffson@cdflaborlaw.com)
11 John Keeney (jkeeney@cdflaborlaw.com)
12 Tyler J. Angelini (tangelini@cdflaborlaw.com)
13 CDF LABOR LAW
14 18300 Von Karman Avenue, Suite # 800
15 Irvine CA 92612

16 I declare under penalty of perjury that the above is true and correct. Executed on October 13, 2025, at
17 Los Angeles, California.

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19 _____
20 Priya Mohan
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