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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUIS CARCACHE, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

SPACE-LOK, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV05172

[Assigned for all purposes to Hon. Timothy Patrick Dillon, Dept. 15]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Settlement Approval Hearing:
Date: January 5, 2027
Time: 11:00 a.m.
Dept: 15

Complaint filed: February 29, 2024
Trial date: Not Set

The Court, having considered Plaintiff Luis Carcache's ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Benjamin H. Haber, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of himself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant Space-Lok, Inc. ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. "Aggrieved Employees" means all individuals who, for one or more hours during the PAGA Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et seq., including current and former employees.

4. "PAGA Period" means the period from March 26, 2023, through July 24, 2025.

5. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(l)(2). The Court has received no objection from the LWDA regarding the Settlement.

6. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and

provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

7. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $325,000.00.

8. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of $108,333.33, which is one third (1/3) of the Gross Settlement Amount. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $17,866.11. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

9. The Court awards PAGA Representative Service Payment to Luis Carcache for his services in the amount of $10,000.00. Plaintiff submitted a declaration detailing the ways in which he assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

10. The Court appoints Apex Class Action Administration to serve as the Administrator. The Court concludes that the Administration Expenses Payment in the amount of $4,990.60 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

11. The Net Settlement Amount of $183,809.96 shall be allocated as follows: 75% of the PAGA Penalties ($137,857.47) will be paid to the LWDA, and the remaining 25% ($45,952.49) will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

13. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, and Aggrieved Employees release claims against all Released Parties as

follows:

a. Plaintiff's Release: Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice.

14. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

15. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

16. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2027 (suggested 14 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed _____) at _____ a.m./p.m.

17. Pursuant to California Rules of Court, rule 3.770(a), the Court approves the dismissal of the class claims alleged in the Action without prejudice. No class has been certified, and no consideration has been paid for the dismissal of the class claims. Plaintiff shall file a Request for Dismissal of the class claims without prejudice within ten (10) days after Defendant fully funds the Gross Settlement Amount.

18. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

19. Judgment is hereby entered on the PAGA claim in accordance with this Order and the Settlement Agreement.

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IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. TIMOTHY PATRICK DILLON
JUDGE OF THE SUPERIOR COURT