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FILED
Clerk of the Superior Court

FEB 2 2026

By: J. Virissimo, Deputy

Attorneys for Plaintiffs Arthur Ponce and Shahlaa Raja,
on behalf of themselves and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

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

ARTHUR PONCE, an individual,

Plaintiff,

v.

EXPRESS DRY, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendant.

CASE NO: 37-2024-00022921-CU-OE-CTL

Assigned to the Honorable Loren G.
Freestone, Dept. C-64

**AMENDED ~~PROPOSED~~ ORDER
APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004, AWARDING
ATTORNEYS' FEES, COSTS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH
PREJUDICE**

**Date: January 30, 2026
Time: 10:30 a.m.
Dept.: C-64**

Complaint Filed: May 16, 2024

1 Plaintiffs Arthur Ponce and Shahlaa Raja (collectively, “Plaintiffs”) Motion for an Order:
2 (1) granting approval of the proposed settlement of claims brought pursuant to the Private
3 Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) (“PAGA”) set forth in the Parties’
4 Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (the
5 “Settlement” or “Settlement Agreement”); (2) appointing Phoenix Settlement Administrators as
6 the Settlement Administrator and approving payment of its fees not to exceed \$3,500 (projected to
7 be \$2,950) from the PAGA Gross Settlement Amount; (3) directing disbursement of the PAGA
8 Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing
9 payment of attorneys’ fees from the PAGA Gross Settlement Amount not to exceed one-third (33-
10 1/3%) of the PAGA Gross Settlement Amount (projected to be \$25,000) to Plaintiffs’ Counsel; (5)
11 directing attorneys’ litigation costs from the PAGA Gross Settlement Amount not to exceed
12 \$11,056.46; and (6) dismissing this Action with prejudice, came on for hearing before this Court
13 in Department C-64, the Honorable Loren G. Freestone presiding, on January 30, 2026.
14 Appearances were noted on the record.

15 Having reviewed the Settlement Agreement and duly considered the Parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement, which is attached to the Declaration of Evan S. Gaines as **Exhibit D**.

20 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
21 State of California asserted in this proceeding and over all parties to the Action.

22 3. The Court finds that the Settlement was entered into in good faith, that the
23 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
24 applicable requirements for approval of PAGA representative actions under California law. The
25 Court finds that the PAGA Gross Settlement Amount of \$75,000 represents a fair compromise of
26 the claims alleged in the Action, considering the maximum potential value of the claims asserted
27 and the risks inherent in further litigation.

28

1 4. The Court has considered the authorities and evidence presented by Plaintiff and
2 based thereon hereby approves the following awards and deductions from the PAGA Gross
3 Settlement Amount:

4 a. To Plaintiffs' Counsel, Gaines Law Corporation, an award of one-third of
5 the PAGA Gross Settlement amount in attorneys' fees (projected to be \$25,000) and
6 \$11,056.46 in reimbursement of litigation costs. The Court finds that these amounts are
7 fair and reasonable and commensurate with applicable California law.

8 b. To Phoenix Settlement Administrators, the settlement administrator, a
9 payment of up to \$3,500 to administer the Settlement through its conclusion, including
10 disbursement of the PAGA Gross Settlement Amount and all tax reporting associated
11 therewith.

12 5. The amount remaining of the PAGA Gross Settlement Amount following these
13 deductions is the Net Settlement Fund of approximately \$35,443.54. The Net Settlement Fund
14 shall be distributed 75% (or \$26,582.65) to the Labor and Workforce Development Agency and
15 25% (or \$8,860.89) to the Aggrieved Employees.

16 6. The Court finds that the Settlement has been provided to the LWDA as required by
17 PAGA and Labor Code section 2699, subdivision (s)(2), in particular.

18 7. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
19 based on the provisions and timelines set forth in the Settlement Agreement.

20 8. The Court retains jurisdiction to enforce the Settlement Agreement pursuant to
21 Code of Civil Procedure § 664.6 and as otherwise allowed by law.

22 9. This Action is DISMISSED WITH PREJUDICE.

23 **IT IS SO ORDERED.**

24
25 Dated: 1/24/20 2/2/20
26 ③


JUDGE OF THE SUPERIOR COURT

Loren G. Freestone

LOREN G. FREESTONE