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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

DANIEL VOLRICH, on behalf of himself and all
“aggrieved employees” pursuant to Labor Code §
2698 *et seq.*,

Plaintiff,

v.

AFFINITY GROUP LLC d/b/a AFFINITY
RECOVERY, a California limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2024-01405245-CU-OE-CXC

Assigned to the Honorable Layne H. Melzer,
CX102

**[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 29, 2026
Time: 2:00 p.m.
Dept.: CX102**

Reservation Number 74658491

Complaint Filed: June 10, 2024

1 Plaintiff Daniel Volrich's (Plaintiff") Motion for an Order: (1) granting approval of the
2 terms set forth in the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*)
3 ("PAGA") settlement Agreement and finding that the PAGA Settlement Agreement is, in all
4 respects, fair, adequate and reasonable, and directing the parties to effectuate the PAGA Settlement
5 Agreement according to its terms (the "Settlement" or "Settlement Agreement"); (2) appointing
6 ILYM Group, Inc. ("Phoenix") as the Settlement Administrator and approving payment of its fees
7 in the amount of \$2,900.00 from the PAGA Gross Settlement Amount; (3) directing disbursement
8 of the PAGA Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4)
9 directing payment of attorneys' fees from the PAGA Gross Settlement Amount not to exceed one-
10 third (33-1/3%) of the PAGA Gross Settlement Amount (projected to be \$50,000) to Plaintiff's
11 Counsel; (5) directing attorneys' litigation costs from the PAGA Gross Settlement Amount not to
12 exceed \$6,528.64; and (6) dismissing this Action with prejudice, came on for hearing before this
13 Court in Department CX102, the Honorable Layne H. Melzer presiding, on January 29, 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 PAGA Settlement Employees and
21 the 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 \$150,000 represents a fair compromise
26 of the claims alleged in the Action, considering the maximum potential value of the claims
27 asserted and the risks inherent in further litigation.

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 Plaintiff's Counsel, Gaines Law Corporation, an award of one-
5 third of the PAGA Gross Settlement amount in attorneys' fees (projected to be
6 \$50,000.00) and \$6,528.64 in reimbursement of litigation costs. The Court finds
7 that these amounts are fair and reasonable and commensurate with applicable
8 California law.

9 b. To ILYM Group, Inc., the settlement administrator, a payment of
10 \$2,900.00 to administer the Settlement through its conclusion, including
11 disbursement of the PAGA Gross Settlement Amount and all tax reporting
12 associated therewith.

13 5. The amount remaining of the PAGA Gross Settlement Amount following these
14 deductions is the Net Settlement Fund of approximately \$90,571.36. The Net Settlement Fund
15 shall be distributed 75% to the Labor and Workforce Development Agency (\$67,928.52) and 25%
16 (\$22,642.84) to the Aggrieved Employees.

17 6. The Settlement Agreement is not an admission by Defendant or by any other
18 Released Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing
19 by Defendant or any other Released Party. Neither this Order, the Settlement Agreement, nor any
20 document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement,
21 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
22 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

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

25 8. Defendant and the other Released Parties shall have no further liability for costs,
26 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
27 in the Settlement Agreement.

1 9. The Court further approves the Explanatory Letter to be sent to the PAGA
2 Settlement Employees attached to Declaration of Evan S. Gaines as **Exhibit D** (Exhibit A to the
3 Settlement Agreement).

4 10. The Court further orders, adjudges and decrees that each PAGA Settlement
5 Employee (including Plaintiff, on behalf of himself, the State of California, and the PAGA
6 Settlement Group Employees), shall, for the PAGA Period, fully release and forever discharge
7 Defendant and any and all subsidiaries of Defendant, and each of their past, present, and future
8 parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders,
9 consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future
10 officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives,
11 benefit plans sponsored or administered by the Released Parties, and any other persons or entities
12 acting on behalf of or in concert with any of the foregoing (collectively referred to hereafter as the
13 "Released Parties") from liability for any and all claims for civil penalties under the PAGA
14 Released Claims related to the alleged Labor Code violations that may be brought under PAGA,
15 from all claims that were asserted or could have been asserted based on the operative facts alleged
16 in the LWDA Letters and implicate the same primary rights and defenses being settled here, except
17 for Plaintiffs non-PAGA individual claims. Plaintiff also expressly waives the rights provided
18 under California Civil Code Section 1542 – except for his non-PAGA individual claims.

19 11. The Court hereby enters final judgment in this Action in accordance with the terms
20 of the PAGA Settlement Agreement, and this Order.

21 12. In the event the effective date of the PAGA Settlement does not occur, this Final
22 Order and Entering Judgment Granting Approval of PAGA Settlement shall be null and void and
23 shall be vacated, except insofar as expressly provided to the contrary in the Settlement Agreement,
24 and without prejudice to the Parties' rights and the rights of PAGA Settlement Employees, such
25 that the Parties shall be returned to their respective positions as of March 6, 2025.

26 13. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
27 based on the provisions and timelines set forth in the Settlement Agreement.

1 14. The Parties shall bear their own costs and attorneys' fees except as otherwise
2 expressly set forth in the Settlement Agreement and this Order.

3 15. No person shall have any claim against any of the Parties, Defense Counsel, and/or
4 Plaintiff's Counsel, based on the distribution of the PAGA Settlement Sum (including, without
5 limitation, the Fee Amount, the LWDA Penalty Payment, any Enhancement Payment, and/or the
6 Net Individual Penalty Payments) made in accordance with this Order and the PAGA Agreement.

7 16. Without affecting the finality of this Order in any way, the Court retains
8 jurisdiction over this Action, over all Parties, and the PAGA Settlement Employees, to enforce
9 and effectuate the terms and the intent of the Settlement Agreement and this Order pursuant to
10 Code of Civil Procedure § 664.6 and California Rules of Court 3.769(h) and as otherwise allowed
11 by law.

12 17. The Final Accounting Hearing shall take place on _____ in
13 Department _____ of this Court. The Settlement Administrator's Final Report shall be filed
14 15 calendar days prior to the Final Accounting Hearing.

15 18. This Action is DISMISSED WITH PREJUDICE.

16 19. This document shall constitute a judgment for purposes of California Rules of
17 Court, Rule 3.769 (h). In accordance with, and for the reasons stated in this Order, judgment
18 shall be entered within the meaning and for purposes of California Code of Civil Procedure §§
19 577 and 904.1(a), and named Plaintiff and PAGA Representative and PAGA Settlement
20 Employees shall take nothing from Defendant, except as expressly set forth in the PAGA
21 Settlement Agreement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

JUDGE OF THE SUPERIOR COURT