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of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

GERARDO URZUA, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

LYTEN, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV434602

Assigned For All Purposes To:
Honorable Charles F. Adams
Department: 7

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF REPRESENTATIVE
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Enoch J. Kim,
Lisa Mullins, and Jarrett Gorlick]*

Hearing Date: May 21, 2026
Time: 1:30 p.m.
Department: 7

Original Complaint Filed: April 5, 2024
First Amended Complaint Filed: June 10, 2024
Trial Date: None Set

ORDER

On May 21, 2026 at 1:30 p.m. in Department 7, Plaintiff Gerardo Urzua (“Plaintiff”)’s unopposed Motion for Approval of Representative PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees (the “Aggrieved Employees”), and Defendant Lyten, Inc. (“Defendant”), came before the Court for hearing pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for Defendant (“Defense Counsel”). There were no other appearances and no objections to the Motion for Approval of Representative PAGA Settlement Agreement (“Motion”). Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former non-exempt California employees that worked for Defendant during the PAGA Period, which is the period from April 5, 2023 through February 8, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$155,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate

1 the Settlement according to the terms outlined in the Settlement Agreement.

2 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to
3 the California Labor and Workforce Development Agency ("LWDA") fully and adequately complied
4 with the notice requirements of California Labor Code § 2699.

5 5. Effective upon the date Defendant fully funds the Gross Settlement Amount, Plaintiff
6 and Aggrieved Employees shall be bound by the following release set forth in the Settlement
7 Agreement:

8 Release by Aggrieved Employees:

9 Upon the Court's approval of the Settlement and the date Defendant fully funds the
10 Gross Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees
11 will release Defendant and the Released Parties from all claims for civil penalties under
12 PAGA during the PAGA Period based on the facts that were alleged, or reasonably could
13 have been alleged, in the Operative Complaint and the PAGA Notice ("Released PAGA
14 Claims").

15 "Released Parties" means Defendant Lyten, Inc., and its past and present parents, subsidiaries,
16 affiliates, predecessors, successors, assigns, and its present and former officers, agents, shareholders,
17 fiduciaries, plan administrators, employees, attorneys, insurers, and representatives, in their
18 individual and corporate capacities.

19 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
20 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
21 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any
22 wrongdoing by Defendant, or any of the other Released Parties.

23 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
24 Counsel for settlement purposes.

25 8. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Fees
26 Payment to PAGA Counsel in the total amount of **\$51,666.67**, to be paid out of the Gross Settlement
27 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

28 9. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Litigation
Expenses Payment to PAGA Counsel in the amount of **\$17,671.97**, to be paid out of the Gross
Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs

1 arising out of the Action.

2 11. The Court appoints ILYM Group, Inc. ("ILYM") to serve as the Administrator.
3 Furthermore, pursuant to the terms of the Settlement, the Court awards administration related
4 payments in the amount of **\$4,450.00** to ILYM as compensation for its fees and costs in administering
5 this Settlement. This amount is to be paid out of the Gross Settlement Amount.

6 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
7 approximately **\$81,211.36** shall be allocated as follows: 75% (**\$60,908.52**) will be paid to the LWDA
8 and the remaining 25% (**\$20,302.84**) will be paid to the Aggrieved Employees pursuant to the method
9 set forth in the Settlement Agreement for calculating Individual PAGA Payments.

10 13. The Court shall examine the final accounting at a Compliance Hearing set on
11 _____, 2026.

12 14. Defendant will not be required to pay any additional amounts in connection with the
13 Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

14 15. The Court hereby approves the Notice of PAGA Settlement and Release of Claims,
15 attached as Exhibit A to the Settlement Agreement, to be mailed to Aggrieved Employees along with
16 the Individual PAGA Payments by the Administrator.

17 16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
18 purposes of supervising the implementation, enforcement, construction, administration, and
19 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to
20 California Code of Civil Procedure Section 664.6.

21 17. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons
22 set forth above and upon the terms set forth in the Settlement Agreement.

23 18. This Judgment is intended to be a final disposition of the above-captioned action in its
24 entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction
25 as set forth above, the Court directs the Clerk of the Court to enter Judgment.

26 19. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties
27 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-
28 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new

1 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right
2 to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this
3 Settlement Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement
4 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
5 becomes final.

6 **IT IS SO ORDERED.**

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8 DATED: _____, 2026

9 Hon. Charles F. Adams
10 Judge of the Superior Court
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