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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
COMPLEX CIVIL LITIGATION

MAURICE CLARK, JR. individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

CALIFORNIA GRAND CASINO, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: C25-00604

PAGA REPRESENTATIVE ACTION

ASSIGNED FOR ALL PURPOSES TO:
Hon. Benjamin T. Reyes, II, Dept. 16

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
JUDGMENT THEREON**

PAGA APPROVAL HEARING

DATE:

TIME:

DEPT.:

Complaint filed: March 3, 2025

1 The Court, having considered Plaintiff Maurice Clark Jr.'s ("Plaintiff") Motion for
2 Approval of PAGA Settlement pursuant to the California Private Attorneys General Act,
3 California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement
4 ("Settlement" or "Settlement Agreement," attached as Exhibit 1 to the Declaration of John G.
5 Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined
6 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate,
7 and reasonable.

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

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

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
12 on behalf of themselves, the State of California, the LWDA, and Aggrieved Employees, on the
13 one hand, and Defendant California Grand Casino ("Defendant"), on its own behalf and on
14 behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all
15 capitalized terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. Aggrieved Employees means all of Defendant's current and former non-exempt
18 California employees employed at any time during the period beginning March 3, 2024 through
19 November 30, 2025, or an earlier date of Defendant's choosing, as set forth in Section III.3 of
20 the Settlement Agreement.

21 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
22 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements
23 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
24 regarding the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and
26 non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the

1 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
2 provides genuine and meaningful relief under PAGA. The Court therefore approves the
3 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
4 according to the terms outlined in the Settlement Agreement.

5 6. Defendant will not be required to pay any additional amounts in connection with
6 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$300,000.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
9 Law Firm, PLC, in the amount of one third (1/3) of the Gross Settlement Amount, currently
10 estimated to be \$100,000.00. The Court also awards a PAGA Counsel Litigation Expenses
11 Payment in the amount of \$17,660.11. The PAGA Counsel Fees Payment and the PAGA
12 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

13 8. The Court awards PAGA Representative Service Payment to Plaintiff Maurice
14 Clark Jr. for his services in the amount of \$10,000.00. Plaintiff submitted declarations detailing
15 the ways in which they assisted PAGA Counsel in the litigation of the PAGA Action, and the
16 award is appropriate in light of the stated purpose of PAGA.

17 9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.
18 The Court concludes that the Administration Expenses Payment in the amount of \$9,500.00 is
19 reasonable and necessary to administer the Settlement and shall be paid from the Gross
20 Settlement Amount.

21 10. The Net Settlement Amount of \$162,839.89 shall be allocated as follows: 65% of
22 the PAGA Penalties (\$105,845.93) will be paid to the LWDA, and the remaining 35%
23 (\$56,993.96) will be paid to all Aggrieved Employees pursuant to the calculation set forth in
24 the Settlement Agreement for calculating Individual PAGA Payments.

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

28 12. Effective on the date when Defendant fully funds the entire Gross Settlement

Amount, Plaintiffs, Aggrieved Employees, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

a. Plaintiff's Release: "Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, Plaintiff, as the named PAGA representative and in light of the service payment Plaintiff will receive under the settlement, agrees to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity, arising based on Plaintiff employment with Defendant, at any time prior to the date that the court grants approval of this Settlement ("Plaintiffs Released Claims")." Settlement Agreement § III.7.

Plaintiff's Waiver of Rights Under California Civil Code Section 1542. "As to the Plaintiffs Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of Plaintiffs Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all Plaintiffs Released Claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiffs Released Claims."

b. Release by Aggrieved Employees: "Upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, will release any and all PAGA Released Claims against the

1 Released Parties that arose during the PAGA Period. Upon entry of the Order approving the
2 Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross
3 Settlement Amount, Plaintiff and all Aggrieved Employees will be forever barred from pursuing
4 any and all of the PAGA Released Claims that arose during the PAGA Period against the
5 Released Parties.”

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

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

21 15. Upon completion of the Settlement, the Administrator will provide written
22 certification of the completion to the Court and counsel for the Parties which shall be filed with
23 the Court on or before _____, 2026. The Court sets a final accounting hearing
24 to assess compliance with this Order and the Settlement Agreement for _____
25 (proposed _____) at _____ a.m./p.m.

26 16. The entire Action will be dismissed, with prejudice, at the final accounting
27 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
28 with this Order and the Settlement Agreement by that date.

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

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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6 DATE: _____

7 HON. BENJAMIN T. REYES II
8 JUDGE OF THE SUPERIOR COURT
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