Electronically Received 06/25/2026 11:18 AM

FILED
Superior Court of California
County of Los Angeles
10/23/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Hines Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SERGIO ROQUE, Plaintiff, vs. GLASS AMERICA CALIFORNIA, LLC, a California limited liability company; THE BOYD GROUP SERVICES, INC.; and DOES 1 THROUGH 100, inclusive, Defendants.	Case No.: 25STCV01009 [Assigned For All Purposes To: Hon. Judge Jeffery D. McFarland, Dept. 617] ~~[PROPOSED]~~ **ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT** [Notice of Motion; Memorandum of Points & Authorities; and Declaration of Arthur Sezgin, Esq., and exhibits in support thereof, filed concurrently herewith] **Date:** December 8, 2026 **Time:** 08:30 a.m. **Reservation ID:** 404868809314

~~[PROPOSED]~~ ORDER

Plaintiff Sergio Roque ("Plaintiff" or "Roque") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California *Labor Code* § 2699(s)(2), against Defendant Glass America California, LLC ("Defendant" or "Glass America") (together with Plaintiff, the "Parties").

Plaintiff's Complaint, filed on or about January 15, 2025 in the Superior Court for the State of California, County of Los Angeles, Case No. 25STCV01009 (the "Action"), seeks PAGA penalties on individual and representative basis, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated August 21, 2024 ("PAGA Notice"), asserted on behalf of all current and former non-exempt employees employed by Defendant in California at any time from November 11, 2023 to and including the entry date of this Approval Order and Judgment.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." *See* California *Labor Code* § 2699(s)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Section 2699(s)(2), having considered the stipulation filed in support of the proposed settlement, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. Capitalized terms in this Approval Order shall have the same meanings they are given in the PAGA Settlement Agreement attached as Exhibit A to the concurrently filed Declaration of Arthur Sezgin, Esq.;
2. The Court finds that this Action presents a good-faith dispute of the PAGA claims alleged and that the Parties reached settlement as a result of arm's-length negotiations;
3. The Court finds in favor of settlement approval, and therefore approves settlement of the PAGA claim in above-captioned action in its entirety, as set forth in the Settlement Agreement, and further finds that the definitions, terms and conditions including each of the releases and other terms, are fair, just, reasonable, and adequate;

4. The Court also finds that Plaintiff submitted the Settlement Agreement to the LWDA in conformity with Labor Code section 2699, subdivision (s)(2), and that the LWDA has not sought to intervene or appear in the Action;

5. The Court further finds that effective upon the date when the Administrator fully funds the entire Gross Settlement Amount, in exchange for the Individual PAGA Payments and the LWDA Payment, Plaintiff, Plaintiff, Plaintiff's Counsel, the State of California, and all PAGA Group Members as the representative for the State of California, the State of California, and all PAGA Group Members, on behalf of themselves and their respective current, former, and future representatives, agents, attorneys, administrators, successors, and assigns, shall be deemed to have, and by operation of this Approval Order and Judgment shall have, expressly released, waived, and discharged the Released Parties from the all claims asserted pursuant to California Labor Code section 2698 et seq., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Complaint in the Action or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the Complaint in the Action or PAGA Notice, or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) failure to timely pay final wages, (iii) failure to provide meal and rest periods, (iv) wage statement violations, (vi) failure to provide employee personnel file, and (vi) all claims asserted under California Labor Code sections 201, 202, 203, 204, 204b, 210, 218.5, 221, 226, 226.3, 226.7, 226.8, 432, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, 2699.3, and 2699.5, and (viii) all claims asserted under the Wage Orders promulgated by the Industrial Welfare Commission ("IWC") thereunder based on the preceding claims listed in (i) through (vi), and they shall each be bound by this Approval Order and Judgment and be forever barred

from pursuing any of the Released PAGA Claims against any of the Released Parties. This Approval Order and Judgment shall have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969, as if this Action had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of this Approval Order and Judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the Released Parties for any of the Released PAGA Claims;

6. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims;
7. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;
8. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of **One Hundred Thirty Thousand Dollars and Zero Cents ($130,000.00)** (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of the LWDA Payment, the Individual PAGA Payments, Administration Expenses Payment, the Enhancement Award, and the Fees and Expenses Payment to Plaintiff's Counsel. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's counsel requests an award of attorney's fees in the amount of **Forty-Three Thousand Three Hundred Twenty-Nine Dollars and Zero Cents ($43,329.00)**, and litigation costs and expenses in the amount of **Nine Thousand One Hundred Dollars and Sixty-Six Cents ($9,100.66)**. The Administrator, ILYM Group, Inc., requests administration costs of **Two Thousand Dollars and Zero Cents ($2,000.00)**. The Court finds the Gross Settlement Amount is fair, reasonable, and adequate, and approves each of these payments, and directs the Administrator to make the above payments from the Gross Settlement Amount as follows:
    a. $5,000.00 Enhancement Award to Plaintiff;

b. $43,329.00 in attorney's fees to Sezgin Khousadian LLP;

c. $9,100.66 in litigation costs and expenses to Sezgin Khousadian LLP;

d. $2,000.00 in Administration Expenses Payment to ILYM Group, Inc.;

e. After deducting the foregoing payments, the estimated remainder of approximately $70,570.34 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code Section 2699(m), the NSA will then be distributed 65 percent ($45,870.72) to the LWDA, and the remaining 35 percent ($24,699.62) to the PAGA Group Members on a pro rata basis, as set forth in the Settlement Agreement; and

f. The Court approves these payments as fair, just, reasonable and adequate and directs the Administrator to issue checks for the LWDA Payment, Individual PAGA Payments, along with a Notice of Settlement, the Administration Expenses Payment, the Fees and Expense Payment, and the Enhancement Award and to otherwise carry out its duties as set forth in the Settlement Agreement.

9. The Court approves the Notice of PAGA Settlement attached as Exhibit A to the Settlement Agreement and the Administrator shall distribute the Notice to the PAGA Group at the same time that it distributes the Individual PAGA Payments.

10. PAGA Group Members shall not have the right to opt out of or object to the Settlement.

11. No individualized notice of this Approval Order and Judgment is required to be provided to the PAGA Group. This Approval Order and Judgment shall be submitted to the LWDA by Plaintiff's Counsel through the online system established for the filing of notices and documents within seven (7) days of the entry of this Order and Judgment, in conformity with California Labor Code 2699(s)(3).

12. The above-referenced Action and all claims asserted by Plaintiff individually and in a representative capacity are hereby DISMISSED WITH PREJUDICE. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure section 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ~~[PROPOSED]~~ ORDERED.

Dated: 10/23/2026

Jeffery D. McFarland / Judge
Hon. Judge Jeffery D. McFarland