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Attorneys for Plaintiff JOAQUIN N. SALDIVAR TORRES

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

JOAQUIN N. SALDIVAR TORRES, an
aggrieved employee on behalf of other
aggrieved employees,

Plaintiff,

v.

GMRI, INC. a Florida Corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO. 30-2024-01434800-CU-OE-NJC

*[Assigned for All Purposes to the
Hon. William D. Claster, Dept. CX101]*

**JOINT STIPULATION RE: REVISED
[PROPOSED] APPROVAL ORDER**

Complaint Filed: October 21, 2024
Trial Date: None Set

1 Plaintiff Joaquin N. Saldivar Torres (“Plaintiff”) and Defendant GMRI, Inc. (“Defendant”)
2 (collectively, the “Parties”), by and through their attorneys of record, hereby stipulate to the
3 submission of a revised [Proposed] Settlement Approval Order and Judgment for Plaintiff’s
4 motion to approve the parties’ settlement in this case, which is scheduled to be heard on December
5 19, 2025.

6 WHEREAS, at the time the parties submitted their settlement agreement to the Court, the
7 Parties anticipated having Apex Class Action LLC administer the settlement;

8 WHEREAS, the parties have since agreed to ask Rust Consulting, Inc. to administer the
9 settlement; and

10 WHEREAS, Rust Consulting, Inc. has agreed to administer the settlement at the same cost
11 that Apex Class Action LLC had agreed to administer the settlement;

12 THEREFORE, the Parties hereby submit the revised “[Proposed] Settlement Approval
13 Order And Judgment,” attached hereto as Exhibit A, asking in part that the Court to appoint Rust
14 Consulting, Inc. as the settlement administrator.

15
16 Dated: November 24, 2025

SOLOUKI | SAVOY, LLP

17 By: /s/ Shoham J. Solouki
18 SHOHAM J. SOLOUKI
19 GRANT JOSEPH SAVOY

20 Attorneys for Plaintiff
21 JOAQUIN N. SALDIVAR TORRES

22 Dated: November 24, 2025

DLA PIPER LLP (US)

23 By: /s/ Julie A. Dunne
24 JULIE A. DUNNE
25 STEPHEN L. TAEUSCH
26 ANDREA O. BERGAM

27 Attorneys for Defendant
28 GMRI, INC.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOAQUIN N. SALDIVAR TORRES, an
aggrieved employee on behalf of other
aggrieved employees,

Plaintiff,

v.

GMRI, INC. a Florida Corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO. 30-2024-01434800-CU-OE-NJC

*[Assigned for All Purposes to the
Hon. William D. Claster]*

**[PROPOSED] SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: October 21, 2024
FAC Filed: September 4, 2025
Trial Date: None Set

1 5. Defendant will not be required to pay any additional amounts in connection with
2 the Settlement other than the Total Settlement Amount of Three Million Eight Hundred Eighty
3 Thousand Dollars and Zero Cents (\$3,880,000.00).

4 6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of
5 \$ [REDACTED]. The attorneys' fees are to be paid from the Total Settlement Amount as final
6 payment for and complete satisfaction of any and all attorneys' fees incurred by Plaintiff, and to
7 be incurred by Plaintiff, to prosecute and settle the above-captioned Action.

8 7. The Court awards litigation costs to Plaintiff's Counsel in the total amount of
9 \$ [REDACTED]. The litigation costs are to be paid from the Total Settlement Amount as final
10 payment for and complete satisfaction of any and all litigation costs incurred by Plaintiff, and to
11 be incurred by Plaintiff, to prosecute and settle the above-captioned Action.

12 8. The Court awards Plaintiff a Service Award in the amount of \$ [REDACTED], to
13 be paid from the Total Settlement Amount. Plaintiff submitted a declaration detailing the ways in
14 which he assisted Plaintiff's Counsel in the litigation of the above-captioned Action, and the
15 award is appropriate in light of Plaintiff's work on the case, the complete and general release
16 provided by Plaintiff, and the stated purposes of PAGA.

17 9. The Court appoints Rust Consulting, Inc. to serve as the Settlement Administrator
18 pursuant to the terms of the Information Security and Services Agreement attached hereto as
19 Exhibit A. The Court concludes that the Settlement Administration Costs in the amount of
20 \$148,590.00 are reasonable and necessary to administer the Settlement and shall be paid from the
21 Total Settlement Amount.

22 10. The remaining PAGA Fund of \$ [REDACTED] shall be allocated as follows: 75%
23 of the PAGA Fund attributable to pay periods worked before June 19, 2024, or \$ [REDACTED],
24 will be paid to the LWDA, and the remaining 25% of the PAGA Fund attributable to pay periods
25 worked before June 19, 2024, or \$ [REDACTED], will be paid to all PAGA Employees pursuant
26 to the calculation set forth in the Settlement Agreement for calculating Individual Settlement
27 Payments. 65% of the PAGA Fund attributable to pay periods worked on or after June 19, 2024,
28 or \$ [REDACTED], will be paid to the LWDA, and the remaining 35% of the PAGA Fund

1 attributable to pay periods worked on or after June 19, 2024, or \$ [REDACTED], will be paid to all
2 PAGA Employees pursuant to the calculation set forth in the Settlement Agreement for calculating
3 Individual Settlement Payments.

4 11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
5 and Judgment, shall be binding on the Parties. Plaintiff and PAGA Employees shall be bound by
6 the releases set forth in the Settlement Agreement. Specifically:

7 a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and
8 General Release to the Released Parties.

9 b. Upon the Effective Date, Plaintiff as proxy for the State of California, and on
10 behalf of all PAGA Employees, will be deemed to have provided Defendant and
11 the Released Parties with the PAGA Release.

12 c. The releases provided under the settlement shall have *res judicata* effect on
13 Plaintiff, the State of California, and the PAGA Employees, as well as their heirs,
14 executors, administrators, successors, and assigns in all pending and future claims,
15 lawsuits, or other proceedings maintained by or on behalf of any such persons, to
16 the extent those claims, lawsuits, or other proceedings fall within the scope of
17 claims released as set forth in the Settlement Agreement.

18 12. Neither this Order and Judgment nor the Settlement Agreement (nor any other
19 document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be
20 construed as, or may be used as, an admission or concession by Defendant or the Released Parties
21 of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took
22 action to implement, the Settlement shall not be considered as, or be deemed evidence of, an
23 admission or concession of wrongdoing, fault or liability as alleged in the above-captioned Action.
24 Moreover, the fact that Defendant entered into and/or took action to implement the Settlement
25 shall not be offered or received in evidence in any action or proceeding against Defendant in any
26 court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the
27 provisions of this Order and Judgment and the Settlement Agreement; provided, however, that this
28 Order and Judgment and the Settlement Agreement may be filed in any action against or by

1 Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release,
2 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
3 of claim preclusion, issue preclusion, or similar defense or counterclaim.

4 13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
5 purposes of supervising the implementation, enforcement, construction, administration, and
6 interpretation of the Settlement Agreement and this Order and Judgment pursuant to California
7 Code of Civil Procedure section 664.6.

8 14. Within ten (10) days after entry of this Order and Judgment, Plaintiff shall submit a
9 copy of this Order and Judgment to the LWDA pursuant to California Labor Code section
10 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Order and Judgment to
11 the LWDA, Plaintiff's Counsel shall file a declaration confirming that Plaintiff has complied with
12 California Labor Code section 2699(l)(3).

13 15. The Court hereby enters judgment of the entire above-captioned Action, with
14 prejudice, for the reasons set forth above and upon the terms set forth in the Settlement
15 Agreement.

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

17 Dated: _____
18 _____
19 Honorable William D. Claster
20 Orange County Superior Court Judge
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