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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DESHAUN JOLLY, an individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

vs.

CRUISE AMERICA, INC.; a Florida Corporation
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV25247

PAGA REPRESENTATIVE ACTION

*[Assigned for All Purposes To: Hon. Laura A.
Seigle, Dept. 17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing Date

Date: February 26, 2026
Time: 9:00 a.m.
Dept.: 17

Complaint Filed: September 30, 2024
FAC Filed: December 9, 2024
Trial Date: not set

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on February 26, 2026 at 9:00 a.m. in Department 17 of
3 the above-entitled Court, the Honorable Laura A. Seigle presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to
5 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is
6 GRANTED.

7 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by
8 Plaintiff Deshaun Jolly ("Plaintiff") and Defendant Cruise America, Inc. ("Defendant", and
9 together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

10 1. Defendant shall pay the Gross Settlement Amount of \$150,000.00 according to the
11 terms of the Settlement.

12 2. The Net Settlement Amount means the Gross Settlement Amount minus the
13 following: (a) \$50,000.00 allocated to Attorneys' Fees; (b) \$15,000.00 allocated to litigation costs;
14 (c) \$10,000.00 allocated to Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff
15 as a Service Award.

16 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of
17 Attorneys' Fees in the amount of Fifty Thousand Dollars and Zero Cents
18 (\$50,000.00), to be paid from the Gross Settlement Amount.

19 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, PLC
20 of litigation costs in the amount of Fifteen Thousand Dollars and Zero Cents
21 (\$15,000.00), to be paid from the Gross Settlement Amount.

22 (c) The Court approves payment to the Settlement Administrator, Phoenix
23 Settlement Administrators, Inc., for its reasonable costs and fees to
24 administer the Settlement, not to exceed Ten Thousand Dollars and Zero
25 Cents (\$10,000.00), to be paid from the Gross Settlement Amount.

26 (d) The Court approves Seven Thousand Five Hundred Dollars and Zero Cents
27 (\$7,500.00) to be paid to Plaintiff as a Service Payment for his efforts as a
28

1 named plaintiff and representative for other PAGA Employees and the State
2 of California, to be paid from the Gross Settlement Amount.

3 3. Of the Net Settlement Amount, 65% is allocated to the California Labor and
4 Workforce Development Agency (“LWDA”); and 35% is allocated to the Individual PAGA
5 Payments.

6 4. The “PAGA Period” is defined as the period from September 30, 2023 to October
7 17, 2025.

8 5. “Aggrieved Employees” means all individuals who worked for Defendant as a non-
9 exempt, hourly employee in California during the PAGA Period.

10 6. “Effective Date” means the date by which both of the following have occurred: (a)
11 the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the
12 Judgment is final. The Judgment is final as of the date the Court enters Judgment.

13 7. The Court directs Defendant to fully fund the Gross Settlement Amount by
14 transmitting the funds to the Settlement Administrator within 14 days of the Effective Date.

15 8. The amount of each Aggrieved Employee’s Individual PAGA Payment will be
16 calculated as follows: (a) the Settlement Administrator will divide the amount of the Aggrieved
17 Employees’ share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by
18 all Aggrieved Employees during the PAGA Period; and (b) the Settlement Administrator will
19 multiply the result in Part A by each Aggrieved Employee’s PAGA Period Pay Periods.

20 9. The Court directs the Parties and the Settlement Administrator to carry out the terms
21 of the Settlement.

22 10. Effective on the date when Defendant fully funds the Gross Settlement Amount,
23 Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendant and
24 each of its past and present parents, subsidiaries, directors, officers, shareholders, owners,
25 members, partners, managerial employees, attorneys, agents, insurers, predecessors, successors,
26 and assigns (“Released Parties”) as follows:

27 (a) Plaintiff’s Release: Plaintiff discharges and fully releases the Released
28 Parties from all known and unknown claims Plaintiff may have or claim to

1 have against Defendant as well as Defendant's members, owners,
2 employees, officers, agents, affiliates, and insurers, arising from his
3 employment with Defendant, separation of employment from Defendant,
4 and any acts that have or could have been asserted in any legal action or
5 proceeding against Defendant, including those arising under any federal,
6 state, or local law, or statute, including, inter alia, those arising under the
7 California Labor Code, Fair Labor Standards Act, Americans with
8 Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
9 Retirement Income Security Act, National Labor Relations Act, California
10 Corporations Code, California Business and Professions Code, California
11 Fair Employment and Housing Act, California Constitution (all as
12 amended), and law of contract and tort, as well as for discrimination,
13 harassment, retaliation, wrongful termination, lost wages, benefits, other
14 employment compensation, emotional distress, medical expenses, other
15 economic and non-economic damages, attorney fees, and costs, arising on
16 or before the date of execution of the Settlement Agreement. In connection
17 with said release, Plaintiff shall waive all rights under California Civil Code
18 section 1542 and any other provision of law that may restrict the release of
19 unknown claims. Plaintiff's Release does not extend to any claims or actions
20 to enforce this Agreement, or to any claims for vested benefits,
21 unemployment benefits, disability benefits, social security benefits,
22 workers' compensation benefits that arose at any time. Plaintiff
23 acknowledges that Plaintiff may discover facts or law different from, or in
24 addition to, the facts or law that Plaintiff now knows or believes to be true
25 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
26 in all respects, notwithstanding such different or additional facts or
27 Plaintiff's discovery of them.
28

(b) Released PAGA Claims: All Aggrieved Employees release all claims under PAGA arising during the PAGA period that are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in Plaintiff's September 30, 2024 PAGA Notice, including failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages during employment and upon separation of employment, failure to indemnify expenses, failure to provide accurate wage statements, and failure to maintain accurate records.

11. Pursuant to the Settlement, the Court dismisses the class claims without prejudice pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification and no notice has been sent to putative class members, dismissal of the class claims without prejudice is appropriate.

12. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms.

13. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

14. The above-referenced action and all claims asserted by Plaintiff individually and in a representative capacity are hereby dismissed with prejudice.

15. Plaintiff shall give notice.

DATE:

Honorable Hon. Laura A. Seigle
Los Angeles County Superior Court