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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**

Approval 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) \$10,000.00 allocated to
15 Plaintiff 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 Ten Thousand Dollars and Zero Cents (\$10,000.00) to
27 be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff
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and representative for other PAGA Employees and the State of California,
to be paid from the Gross Settlement Amount.

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

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

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

6. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

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

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

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

10. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendant and each of its past and present parents, subsidiaries, directors, officers, shareholders, owners,

1 members, partners, managerial employees, attorneys, agents, insurers, predecessors, successors,
2 and assigns (“Released Parties”) as follows:

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

27 (b) Released PAGA Claims: All Aggrieved Employees release all claims under
28 PAGA arising during the PAGA period that are alleged or reasonably could have been

1 alleged based on the facts alleged in the Operative Complaint and in Plaintiff's September
2 30, 2024 PAGA Notice, including failure to pay minimum and straight time wages,
3 failure to pay overtime wages, failure to provide meal periods, failure to authorize and
4 permit rest periods, failure to timely pay wages during employment and upon separation
5 of employment, failure to indemnify expenses, failure to provide accurate wage
6 statements, and failure to maintain accurate records.

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

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

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

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

18 15. Plaintiff shall give notice.

19 DATE:

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