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Attorneys for Plaintiffs ANTHONY IMPERATO and CALVIN PENG aka TZU-I PENG, on  
behalf of themselves and all other aggrieved employees

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

ANTHONY IMPERATO, an individual;  
CALVIN PENG aka TZU-I PENG, an  
individual, on behalf of themselves and other  
aggrieved employees,

Plaintiffs,

v.

CALIFORNIA COMMERCE CLUB, INC. a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 20STCV25314

BC644587 - Lead Case  
[Related to 20STCV01232, 20STCV16584,  
20STCV25314, and 19STCV41482]

Assigned for All Purposes to:  
Hon. Carolyn B. Kuhl  
Dept. SSC-12

**[proposed] JUDGMENT**

Date: August 21, 2023  
Time: 1:45 p.m.  
Dept.: SSC-12

1 This matter came on for hearing before the Honorable Carolyn B. Kuhl, Dept. SSC-12,  
2 on August 21, 2023, at 1:45 p.m., in the above-entitled Court located at 312 North Spring Street,  
3 Los Angeles, California 90012, on Plaintiffs Anthony Imperato and Calvin Peng aka Tzu-I  
4 Peng's (together, "Plaintiffs") Motion for Approval of Private Attorneys General Act Settlement  
5 Agreement, for Attorneys' Fees and Costs and Administrative Fees ("PAGA Approval Motion").  
6 Having considered the papers filed in support of the motion; arguments of counsel; and all files,  
7 records, and other matters properly before the Court, and for good cause appearing, the Court  
8 hereby determines as follows:

9  
10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11  
12 (1) Plaintiffs' PAGA Approval Motion is **GRANTED**. The approved Joint  
13 Stipulation of PAGA Settlement and Release Agreement ("Settlement Agreement") is attached  
14 as Exhibit 1 to the Declaration of Aaron A. Bartz in support of the PAGA Approval Motion.

15  
16 (2) A full opportunity has been afforded to interested parties to participate in the  
17 hearing, and all persons wishing to be heard have been heard.

18  
19 (3) In accordance with the Settlement Agreement, Plaintiffs' counsel is awarded  
20 attorney's fees in the amount of \$800,000 and litigation costs in the amount of \$13,705.78, and  
21 Rust Consulting, Inc. is awarded settlement administration expenses in the amount of \$14,950.  
22 The Net Settlement Amount is \$1,571,344.22, with \$1,178,508.16 payable to the California  
23 Labor and Workforce Development Agency (LWDA) for its share of PAGA penalties, and  
24 \$392,836.06 going to the Aggrieved Employees, as allocated according to the Settlement  
25 Agreement. The parties shall provide Notice of this Order to the LWDA within 14 calendar days  
26 after its entry.

27 ///

28 ///

1           (4)     The Court hereby enters Judgment pursuant to the terms of the Settlement  
2 Agreement and retains jurisdiction to enforce its terms pursuant to California Code of Civil  
3 Procedure section 664.6. No wage claims have been released as a result of this Judgment.

4  
5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6  
7  
8 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Carolyn B. Kuhl  
Judge of the Superior Court