

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 512

24STCV17375

**MICHAEL GORDON vs ENDLESS PURSUIT
CORPORATION**

July 24, 2026

9:00 AM

Judge: Honorable Karine Mkrtchyan
Judicial Assistant: S. Barrera
Courtroom Assistant: R. Manzo

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Kristen Michelle Agnew (Telephonic) via LA Courtconnect

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion - Other Motion to Approval Settlement
Pursuant to the PAGA

The Court's Tentative Ruling is posted on the court's website. All counsel has read and submitted on the Court's Tentative ruling.

The matter is not called for hearing.

Having electronically read and considered the moving papers, the Court adopts it's Tentative Ruling as the final order of the Court and rules as follows:

The Motion re: Motion to Approve Settlement Agreement Pursuant to the PAGA filed by Michael Gordon on 04/07/2026 is Granted.

Plaintiff Michael Gordon's Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act is GRANTED.

Moving party is ordered to give notice.

SERVICE:

[X] Proof of Service Timely Filed (CRC, rule 3.1300) OK
[X] Correct Address (CCP §§ 1013, 1013a) OK
[X] 16/21 Court Days Lapsed (CCP §§ 12c, 1005(b)) OK

OPPOSITION: None filed as of July 22, 2026 [] Late [X] None

REPLY: None filed as of July 22, 2026 [] Late [X] None

ANALYSIS:

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I. Background

On December 18, 2024, Plaintiff Michael Gordon (“Plaintiff”), as an individual and on behalf of all others similarly situated, filed a Second Amended Representative Action Complaint for Violation of Labor Code section 2698, et seq., the Private Attorneys General Act (“PAGA”) (the “SAC”) against Defendant Endless Pursuit Corporation (“Defendant”) and Does 1-50. The action arises from Plaintiff’s employment with Defendant from 2019 to 2024 as a Navigator. (SAC, p. 3.)

On March 11, 2025, Defendant filed an Answer.

On April 7, 2026, Plaintiff filed the instant Motion to Approve Settlement Agreement Pursuant to PAGA (the “Motion”).

On June 16, 2026, the Court continued the hearing on the Motion to allow Plaintiff an opportunity to file supplemental papers addressing the deficiencies noted by the Court. (6/16/26 Order.)

On June 23, 2026, Plaintiff filed and served Notice of the Court’s 6/16/26 Order.

On July 1, 2026, Plaintiff filed and served a Separate Statement in Support of the Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act.

To date, no Opposition to the Motion has been filed.

II. Legal Standard

Labor Code section 2699(s)(2) states: “The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the [Labor and Workforce Development Agency (LWDA)] at the same time that it is submitted to the court.”

An application for approval of such a settlement must demonstrate that the proposed settlement is fair, adequate, and reasonable to all those affected by it. (Williams v. Superior Court (2017) 3 Cal.5th 531, 549; Nordstrom Com. Cases (2010) 186 Cal.App.4th 576, 579.)

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In determining whether a settlement falls within the parameters of what may be considered fair, adequate, and reasonable, courts regularly rely on “ ‘the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.’ ” (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130, 131-132.) Other important indicia of fairness include arms’-length negotiations, experienced counsel, and an adequate investigation of the claims. (Id., at pp. 129-130.)

Sixty-five percent of all PAGA penalties must be paid to the LWDA and 35 percent to all aggrieved employees. (See Lab. Code, § 2699(m) [“Except as provided in subdivision (n), civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees”].) Courts have discretion to approve settlements that do not allocate any penalty amount. (Nordstrom Com. Cases, supra, 186 Cal.App.4th at p. 589).

Labor Code section 2699(k)(1) provides, in relevant part: “ Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.” (Lab. Code, § 2699(k)(1).)

III. Discussion

Plaintiff moves for approval of the parties’ PAGA settlement pursuant to Labor Code section 2699(s)(2).

The Agreement

Here, Plaintiff provides evidence of Plaintiff’s counsel’s experience and states that, after engaging in discovery and extended arms-length negotiations, the parties were able to reach a settlement of Plaintiff’s PAGA claims. (Motion, Agnew Decl., ¶¶ 13-17, 39-46.) The parties executed the PAGA Settlement Agreement in March 2026. (Motion, Agnew Decl., Exh. 2, p. 14.) Pursuant to the settlement agreement, the parties agreed that Defendant would pay a total of \$35,000 to settle the PAGA claims. (Motion, Agnew Decl., ¶ 21, Exh. 2, ¶ 1.7.) The parties have agreed to a proposed distribution of the \$35,000 gross settlement as follows: (1) \$11,666.66 for attorney’s fees, (2) \$4,500 for litigation costs, (3) \$2,750.00 for settlement administration costs, (4) \$2,500 for Plaintiff’s service payment, and (5) the PAGA Payment—i.e., the amount

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remaining from the gross settlement amount after deducting attorney's fees, litigation costs, settlement administration costs, and Plaintiff's service payment—for PAGA penalties wherein 65 percent would be paid to the LWDA and 35 percent would be paid to all aggrieved employees. (Motion, Agnew Decl., ¶¶ 18-24, Ex. 2, PAGA Settlement Agreement, ¶¶ 4.1-4.5.5.)

As to the \$35,000 gross settlement amount, Plaintiff provides evidence that Defendant's maximum exposure ranged between \$47,500 and \$95,000, and thus the \$35,000 settlement is fair, reasonable, and adequate. (Motion, Agnew Decl., ¶¶ 35-38.)

With respect to the PAGA Payment, the Court finds that the distribution complies with Labor Code section 2699(m), which requires 65 percent of the amount to be paid to the LWDA and 35 percent of the amount to be paid to the aggrieved employees, which consists of "all current and former non-exempt employees of Defendants who worked in California and, at any time during the PAGA Period [June 12, 2023 through September 30, 2025], worked at least one pay period in which he or she earned both a non-discretionary incentive payment and meal and/or rest period compensation within the same pay period." (Motion, Agnew Decl., ¶ 19, Ex. 2, PAGA Settlement Agreement, ¶ 1.17.) There are 95 aggrieved employees who collectively worked approximately 495 PAGA Pay Periods. (Motion, Agnew Decl., ¶ 20.)

Previously, the Court found there to be a discrepancy as to the PAGA Payment – in the moving papers, Plaintiff sought approval of \$15,312.47 for the PAGA Payment, with \$9,953.11 to be paid to the LWDA and \$5,359.36 to be paid to PAGA members (Motion, Agnew Decl., ¶¶ 25-26); however, the Settlement Agreement stated that the PAGA Payment is \$13,583.34, with \$8,829.17 to be paid to the LWDA and \$4,754.17 to be paid to PAGA members. (Motion, Agnew Decl., Exh. 2, PAGA Settlement Agreement, ¶¶ 4.5-4.5.2.) The Court continued the hearing on the Motion to allow Plaintiff to file supplemental papers addressing this discrepancy. (6/16/26 Order.)

Following the Court's continuance of the Motion, Plaintiff submitted a Supplemental Statement in support of the Motion that clarified the PAGA Payment amount. (See Supp. Statement.) The Supplemental Statement explains that there is a difference in the PAGA Payment listed in the Settlement Agreement and the moving papers because certain amounts included in the Settlement Agreement were estimated, and the Motion incorporates the final amounts. (Sep. Statement, pp. 2-3.) For instance, the Settlement Agreement estimated reimbursement of PAGA Counsel expenses up to \$4,500.00, but PAGA Counsel expenses were actually \$2,770.87. (Sep. Statement, pp. 2-3.) As such, this reduced actual cost impacted the gross settlement amount, which in turn impacted the total PAGA Payment amount. (Sep. Statement, p. 3.)

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Given the Supplemental Statement, the Court is now satisfied as to the PAGA Payment amount requested in the Motion and included in the Proposed Order.

As to the terms of the release, the Court finds the general release under the PAGA Settlement Agreement is fair and reasonable under the statute. The release as to the PAGA Group Members/aggrieved employees is appropriately limited to claims “that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, First Amended Complaint, Second Amended Complaint, and the PAGA Notice” and “all claims to recover PAGA penalties, which were alleged or which could have reasonably been alleged in the Action based on the facts and theories pleaded therein and in the PAGA Notice, for violations of California Labor Code sections 201, 202, 203, 226(a), 226.7, 512 and 2699 et seq. that accrued during the PAGA Period.” (Motion, Agnew Decl., Exh. 2, PAGA Settlement Agreement, ¶¶ 7.1, 7.3) The PAGA Period is defined as the time period from June 12, 2023 through September 30, 2025. (Motion, Agnew Decl., Exh. 2, PAGA Settlement Agreement, ¶ 1.16.)

Attorney’s Fees

Here, Plaintiff’s counsel provides evidence of counsel’s background and experience, and an itemized billing chart describing the 69.60 hours counsel spent on this action. (Motion, Agnew Decl., ¶¶ 39-46, Exh. 3.) Counsel’s work included drafting the Complaint, First Amended Complaint, and SAC in this matter; meeting and conferring with defense counsel; drafting and/or reviewing multiple motions, such as a motion to compel arbitration, motion for judgment on the pleadings, and renewed motion to compel arbitration; drafting discovery requests and a proposed stipulation; working on appellate briefs; engaging in settlement discussions; drafting the settlement agreement; and drafting the instant Motion and supporting declarations. (Motion, Agnew Decl., Exh. 3.) Counsel typically bills at a rate of \$800.00 per hour, which would make the attorney’s fees incurred in this matter total \$55,680; however, the Settlement only awards \$11,666.66 in attorney’s fees.

While the requested amount is approximately a third of the gross settlement amount, the Court finds the amount is reasonable given the multiple iterations of the complaint, heavier motion practice, appellate briefing, and extended negotiations involved in this matter.

Plaintiff’s counsel also provides an itemized billing invoice as to the \$2,770.87 in costs associated with this action. (Motion, Agnew Decl., Exh. 4.) Costs in this matter include court filing fees, appellate transcript fees, postage fees, and service fees. (Motion, Agnew Decl., Exh.

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4.)

Upon review of these records, the Court finds these fees and costs to be reasonable.

Plaintiff's Service Payment

As to Plaintiff's service payment, Plaintiff provided a declaration setting forth the actions Plaintiff undertook in litigating this action, including: "(1) participating in phone calls with my attorneys and their staff to discuss the claims alleged in my lawsuit and status of the case, including appeal; (2) reviewing key case documents prepared on my behalf, such as the PAGA Notice, the complaint, and the first amended complaint; (3) providing my attorneys with information and documents relevant to the meal and rest period procedures; (4) reviewing and executing the Settlement Agreement; and (5) reviewing and signing my declaration submitted to this Court in support of the settlement." (Motion, Gordon Decl., ¶ 7.)

Thus, the Court will grant a service award in the amount of \$2,500.

With respect to the settlement administration costs, Plaintiff has submitted an estimate from settlement administrator Phoenix Class Action Administrative Solutions showing that costs will not exceed \$2,750.00. (Motion, Lawrence Decl., ¶ 22, Ex. B.) Given the estimate shows costs will not exceed \$2,750.00, the Court is inclined to approve \$2,750.00 in settlement administrator costs.

LWDA Service Requirement

As to the LWDA service requirement, Plaintiff submitted a copy of an email from the LWDA confirming that the proposed settlement was submitted to LWDA on April 7, 2026. (Motion, Agnew Decl., Exh. 5.) Thus, Plaintiff is in compliance with Labor Code section 2699(s)(2), which requires the proposed settlement to be submitted to the LWDA. (Lab. Code, § 2699(s)(2).)

Thus, the Motion is GRANTED.

IV. Conclusion & Order

For the foregoing reasons, Plaintiff Michael Gordon's Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General Act is GRANTED.

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