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

MICHAEL GORDON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ENDLESS PURSUIT CORPORATION, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 24STCV17375

[PROPOSED] ORDER AND JUDGMENT

DATE: June 3, 2026

TIME: 9:00 a.m.

DEPT.: 54

Reservation ID: 267923534821

1 Plaintiff Michael Gordon (“Plaintiff”) and Defendant Endless Pursuit Corporation
2 (“Defendant”) (Defendant and Plaintiff together, the “Parties”) have entered into the Settlement
3 Agreement and Release of PAGA Claims (“Settlement Agreement” or “Agreement”) to settle
4 the above-captioned action subject to the Court’s approval.

5 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
6 Agreement Pursuant to the Private Attorneys General Act (the “Motion”). The Court has read,
7 heard, and considered all the pleadings, evidence, and documents submitted, and the
8 presentations made in connection with the motion which came on for hearing on June 3, 2026.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 1. This Order hereby fully incorporates the Settlement Agreement entered into
11 between Plaintiff, on behalf of the Aggrieved Employees and the State of California, on the one
12 hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms
13 used herein shall have the same meaning as defined in the Settlement Agreement. The Court has
14 jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all
15 parties to the Action.

16 2. “Aggrieved Employees” means “all current and former non-exempt employees of
17 Defendants who worked in California and, at any time during the PAGA Period, worked at least
18 one pay period in which he or she earned both a non-discretionary incentive payment and meal
19 and/or rest period compensation within the same pay period.” The PAGA Period is June 12,
20 2023 through September 30, 2025

21 3. The Court has considered the nature of the claims, the amount paid in settlement,
22 which is \$35,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among
23 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’
24 respective positions rather than the result of a finding of liability at trial. The Court hereby finds
25 the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory,
26 and has been reached as a result of serious and non-collusive, arm’s-length negotiations. The
27 Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the
28 Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied
3 with the notice requirements of California Labor Code § 2699.

4 5. Upon the payment of the Gross Settlement Amount, all Aggrieved Employees are
5 deemed to release, on behalf of themselves and their respective former and present
6 representatives, agents, heirs, administrators, successors, and assigns, the Released Parties from
7 all claims to recover PAGA penalties, which were alleged or which could have reasonably been
8 alleged in the Action based on the facts and theories pleaded therein and in the PAGA Notice,
9 for violations of California Labor Code sections 201, 202, 203, 226(a), 226.7, 512 and 2699 *et*
10 *seq.* that accrued during the PAGA Period.

11 The "Released Parties" means "Defendant, and all of its past, present, and future
12 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures,
13 and assigns, and each of these entities' past or present directors, officers, employees, partners,
14 members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys,
15 accountants, auditors, advisors, consultants, labor contractors, pension and welfare benefit
16 plans, plan fiduciaries, administrators, trustees, and personal or legal representatives."

17 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
18 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
19 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
20 Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The
21 Settlement Agreement represents a compromise and settlement of highly disputed claims.
22 Defendant denies all liability in the Action. Representative treatment of the Aggrieved
23 Employees also is for settlement purposes only.

24 7. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel Fees to
25 PAGA Counsel in the total amount of **\$11,666.66**, to be paid out of the Gross Settlement
26 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the
27 Action.

28 8. Pursuant to the terms of the Settlement, the Court awards PAGA Counsel

1 Expenses to PAGA Counsel in the amount of **\$2,770.87**, to be paid out of the Gross Settlement
2 Amount, as final payment for and complete satisfaction of any and all litigation costs arising out
3 of the Action.

4 9. Pursuant to the terms of the Settlement, the Court awards a Service Award of
5 **\$2,500.00** to Plaintiff, to be paid out of the Gross Settlement Amount.

6 10. The Court appoints Phoenix Settlement Administrators (“Phoenix”) to serve as
7 the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court
8 awards administration related payments in the amount of **\$2,750.00** to Phoenix as compensation
9 for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross
10 Settlement Amount.

11 11. Pursuant to the terms of the Settlement Agreement, The Net Settlement Amount
12 of **\$15,312.47** shall be apportioned between the California Labor and Workforce Development
13 Agency (“LWDA”) and Aggrieved Employees. Sixty-five percent (65%) of the Net Settlement
14 Amount (**\$9,953.11**) shall be paid to the LWDA. The remaining thirty-five percent (35%) of the
15 Net Settlement Amount (**\$5,359.36**) shall be paid to Aggrieved Employees as Individual PAGA
16 Payments.

17 12. Defendant will not be required to pay any additional amounts in connection with
18 the Settlement other than those amounts specifically set forth in the Settlement Agreement and
19 this Order.

20 13. The Court reserves exclusive and continuing jurisdiction over the Action for the
21 purposes of supervising the implementation, enforcement, construction, administration, and
22 interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant
23 to California Code of Civil Procedure Section 664.6.

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

26 15. This Judgment is intended to be a final disposition of the above-captioned action
27 in its entirety and is intended to be immediately appealable. Subject to the Court’s continuing
28 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

1 16. As the Judgment is consistent with the terms of the Settlement Agreement, the
2 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
3 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
4 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include
5 any waiver of the right to oppose such motions, writs or appeals. If another individual or entity
6 who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform
7 under the Settlement Agreement will be suspended until such time as the appeal is finally
8 resolved and the Judgment becomes final.

9 17. A Final Compliance Hearing is set for _____ at _____ in Department
10 _____. Plaintiff shall file a final report and declaration regarding distribution at least ten (10)
11 calendar days before the compliance hearing. Unless otherwise ordered by the Court, no
12 appearances will be required if the report and declaration establish that distributions are
13 complete.

14 **IT IS SO ORDERED.**

15
16 DATED: _____

HON MAURICE A. LEITER
SUPERIOR COURT OF CALIFORNIA