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FILED
Superior Court of California
County of Los Angeles
06/10/2025

David W. Strydom, Executive Officer / Clerk of Court

By: A. He Deputy

Attorneys for Plaintiffs TED WILLIAMS,
HOLLY GREENE AND TAMARA TAILLIE and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

TED WILLIAMS; HOLLY GREENE;) **Case No. 19STCV23520**
TAMARA TAILLIE on behalf of themselves) *[Assigned to the Honorable Stuart M. Rice,*
and all others similarly situated,) *Dept. 1]*

Plaintiffs,

VS.

MALIBU MANAGEMENT SERVICES, INC., MALIBU MANAGEMENT SERVICES NO. 2, INC., MALIBU MANAGEMENT SERVICES, INC. NO. 3 and DOES 1 through 50, inclusive,

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS

Defendants.

Hearing: Motion for Final Approval

Date: June 2, 2025

Time: 10:30 a.m.

Dept.: 1

Action Filed: July 8, 2019

Trial Date: None Yet Set

ORDER AND JUDGMENT

The motion brought by Plaintiffs Ted Williams, Holly Greene, and Tamara Taillie (“Plaintiffs” or “Class Representatives”) for an order granting final approval of class action settlement came on for hearing in Department 1 of this Court on June 2, 2025 at 10:30 a.m. This is a wage and hour class and Private Attorneys General Act (“PAGA”) representative action

brought against Defendants Malibu Management Services, Inc., Malibu Management Services No. 2, Inc. and Malibu Management Services No. 3, Inc (“Defendants”).

The Court, having read the papers filed with regard to Plaintiffs’ motion for final approval of class action settlement and hearing argument regarding that motion, hereby FINDS, ORDERS AND ADJUDGES:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members, representative action members, and Labor and Workforce Development Agency (“LWDA”).

2. The Court certifies the class for purposes of settlement. The class to whom this judgment applies is defined as follows: “Class” means all current and former non-exempt employees of Defendants who worked in Californian between July 8, 2015 and October 22, 2024.

3. Aggrieved Employees under PAGA to whom this judgment applies are defined as follows: “Aggrieved Employee” means all current and former non-exempt employees of Defendants who worked in California between May 30, 2018 and October 22, 2024 (the “PAGA Period”).

4. The Court finds that the settlement agreement was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

5. The settlement agreement is therefore finally approved and incorporated herein.

a. The Gross Settlement Amount (“GSA”) is \$725,000.00

b. The Net Settlement Fund (“Net”) is \$360,194.74, exclusive of the Aggrieved Employees’ PAGA portion of the settlement (\$9,062.50; 25% of the \$36,250.00 PAGA Payment) (GSA minus the following):

c. Class Counsel, Haig B. Kazandjian Lawyers, APC is awarded attorneys’ fees

in the amount of \$241,666.66 and costs in the amount of \$43,888.60.

d. The Court grants the requested Class Representative enhancement awards totaling \$22,500.00 (\$7,500 to Plaintiff Ted Williams, \$7,500 for Plaintiffs Holly Greene and Tamara Taillie).

e. The settlement administrator, Simpluris, is granted payment in the amount of \$8,000.00 for its fees and services.

f. The Court approves the PAGA payment of \$36,250.00 payable as follows:

i. \$27,187.50 (75% of \$36,250.00 PAGA Payment) payable to the LWDA.

ii. The Court approves payment of \$9,062.50 (25% of \$36,250.00 PAGA Aggrieved Employees Payment) payable to the Aggrieved Employees.

g. In addition to the GSA, Defendants will be separately responsible for any employer payroll taxes required by law.

6. The Court orders the parties to the settlement agreement to perform forthwith each of their obligations as set forth according to its terms.

7. Funding: Within sixty (60) days after the Court signs this Judgment, Defendants shall provide the Settlement Administrator sufficient funds to make all payments required under this Settlement.

8. Distribution of GSA: Within fourteen (14) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator shall make the following payments as approved by the Court: (1) Individual Settlement Payments to Participating Class Members; (2) the Class Representative Payments; (3) the Attorneys' Fees; (4) the Litigation Costs and Expenses; (5) the PAGA Payment; (6) the payment to the Aggrieved Employees; and (7) payment to the Settlement Administrator for its administration duties performed and to be performed to conclude its obligations pursuant to the Settlement Agreement.

9. Individual Payment Calculations: Each Individual Settlement Payment (not including the additional payment to Aggrieved Employees) shall be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class

Member's Workweeks. Each additional payment to Aggrieved Employees will be calculated by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$9,062.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

10. Uncashed Checks: For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

11. Class Counsel and the Claims Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

12. No objections to the settlement were filed. No members of the class opted out of the settlement and are therefore excluded from the Class Action Release.

13. Accordingly, effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Court adjudges that Plaintiff and the members of the class as defined above at paragraphs 2 & 3, who have not otherwise opted out are conclusively deemed to have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows: Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and ascertained in the course of the Action, including, all class claims pled or that could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period of July 8, 2015 through October 22, 2024, including, but not limited to claims under California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.7, 510, 512, 558(a), 558.1, 1174, 1174.5, 1194, 1198, 1199, 2800 and 2802. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period of July 8, 2015 through October 22, 2024.

14. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees, as defined in paragraph 3 above, have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows: Release by Non-Participating Class Members And Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members, and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice and ascertained in the course of the Action, including, all PAGA claims pled or that could have been pled based on the factual allegations contained in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period of May 30, 2018 through October 22, 2024 that stated violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.7, 510, 512, 558(a), 558.1, 1174, 1174.5, 1194, 1198, 1199, 2800 and 2802 as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and

PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of May 30, 2018 through October 22, 2024.

15. The Court bars and permanently enjoins Plaintiffs, the Participating Class Members and PAGA Group Members from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member or aggrieved employee had or has to the extent provided in the settlement agreement.

16. The Court hereby orders class counsel to submit both this judgment and the order granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3).

17. **The Court hereby orders class counsel to file a final Report re: Distribution of the Settlement Funds to the Court by June 2, 2026. The Court sets a non-appearance case management review for June 9, 2026 at 9:00 a.m.**

18. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

19. Neither this Order granting final approval and entering Judgment, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

20. This Judgment and Order is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

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IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

Dated: June 10, 2025

Stuart M. Rice / Judge
Honorable Stuart M. Rice,
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On June 6, 2025, I served the foregoing document(s) described as: **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

CLARK* EVERSON, LLP

Brook Carroll, Esq.

Email: bcarroll@clarkeversonlaw.com

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4580 E. Thousand Oaks Blvd., Ste. 160

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Attorney for Defendant(s)

MALIBU MANAGEMENT SERVICES, INC., MALIBU MANAGEMENT SERVICES NO. 2, INC., and MALIBU MANAGEMENT SERVICES, INC. NO. 3

[X] **BY ELECTRONIC MAIL:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 6, 2025, at Glendale, California.

/s/ Osbaldo Bautista

Osbaldo Bautista