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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 EZEKIEL H. TREZEVANT IV, an
16 individual, on behalf of himself, and on
17 behalf of all persons similarly situated, and on
18 behalf of the State of California, as a private
19 attorney general,

20 Plaintiffs,

21 vs.

22 LEGENDS SALES & MARKETING, LLC, a
23 Limited Liability Company; and Does 1
24 through 50, Inclusive,

25 Defendants.

CASE NO.: **20STCV45378**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: January 22, 2026

Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl

Dept: SS-12

Date Filed: November 24, 2020

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on January 22, 2026, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: January 26, 2026

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

7
8 By: */s/ Kyle Nordrehaug*
9 Kyle R. Nordrehaug
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On January 26, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X **BY ELECTRONIC SERVICE (via electronic service provider):** I caused a copy of the
9 document(s) referenced above to be electronically transmitted to Case Anywhere, an
10 electronic filing/service provider at www.caseanywhere.com pursuant to the Court's Order
11 governing the matter mandating electronic service. The transmission was reported as
12 complete and without error to the following e-mail address(es):

13 JACKSON LEWIS P.C.
14 Lawrence H. Stone
15 Kishaniah Damodaran
16 Andrew Smith
17 725 South Figueroa Street, Suite 2500
18 Los Angeles, CA 90017
19 Emails: Lawrence.Stone@jacksonlewis.com; Kishaniah.Dhamo@jacksonlewis.com;
20 Andrew.Smith@jacksonlewis.com; ladocket@jacksonlewis.com

21 Attorneys for Defendant

22 X **ONLINE TO THE LWDA:** I caused the above-described document to be delivered to the
23 Labor Workforce Development Agency via online process at the PAGA Filing website in
24 accordance with the procedure imposed by the LWDA.

25 X (State): I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct. Executed on January 26, 2025, at La Jolla, California.

27 
28 Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Kyle R. Nordrehaug (State Bar #205975)

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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

01/22/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EZEKIEL H. TREZEVANT IV, an
individual, on behalf of himself, and on behalf
of all persons similarly situated, and on behalf
of the State of California, as a private attorney
general,

Plaintiff,

vs.

LEGENDS SALES & MARKETING, LLC, a
Limited Liability Company; and Does 1
through 50, Inclusive,

Defendants.

CASE NO.: 20STCV45378

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: January 22, 2026
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept: SS-12

Date Filed: November 24, 2020
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Ezekiel H. Trezevant IV (“Plaintiff”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Legends Sales & Marketing, LLC (“Defendant”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on January 22, 2026
5 before the Honorable ~~Carolyn B. Kuhl~~. William F. Higberger

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Twenty-Five
16 Thousand Dollars (\$925,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On September 9, 2025, the Court granted preliminary approval of the Settlement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about October 31, 2025. Mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon was valid, due, and
8 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
9 the United States Constitution, due process and other applicable law. The Class Notice fairly and
10 adequately described the Settlement and provided Class Members adequate instructions and a
11 variety of means to obtain additional information.

12 7. The Response Deadline for submitting written objections to the Settlement was
13 December 30, 2025, which for re-mailings was extended by fourteen (14) days. There was an
14 adequate interval between notice and the deadline to permit Class Members to choose what to do
15 and to act on their decision. A full and fair opportunity has been afforded to the Class Members to
16 participate in this hearing, and all Class Members and other persons wishing to be heard have had
17 a full and fair opportunity to be heard. Accordingly, the Court determines that all Class Members
18 are bound by the Settlement and this Final Approval Order and Judgment.

19 **Fairness of the Settlement**

20 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
21 48 Cal.App.4th 1794, 1801 (1996).

22 a. The settlement was reached through arm's-length bargaining between the
23 Parties with Hon. Carl J. West (Ret.), an experienced mediator of wage and hour class actions.
24 There has been no collusion between the Parties in reaching the Settlement.

25 b. Plaintiff and Class Counsel's investigation and discovery have been
26 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 litigation. Class Counsel recommended approval of the Agreement.

3 d. The response of the Class was positive as there were no objections
4 submitted by Class Members. 72 Participating Class Members will be mailed a settlement
5 payment.

6 9. The consideration to be given to the Class Members under the terms of the
7 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
8 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
9 Members' claims, given the uncertainties and significant risks of the litigation and the delays
10 which would ensue from continued prosecution of the action.

11 10. The Agreement is approved as fair, adequate and reasonable and in the best
12 interests of the Class Members.

13 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

14 11. An award of \$308,333 for attorneys' fees, representing one-third of the Gross
15 Settlement Amount, and \$60,257.34 for litigation costs and expenses, is reasonable, in light of the
16 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
17 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
18 lodestar and billing statement.

19 **Class Representative Service Payment**

20 12. The Agreement provides for a Class Representative Service Payment of not more
21 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
22 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
23 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
24 bringing and prosecuting this matter on behalf of the Class.

25 **Administration Expenses Payment**

26 13. The Administrator shall calculate and administer the payment to be made to the
27 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
28

1 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
2 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
3 Administrator has documented \$4,450 in fees and expenses, and this amount is reasonable in light
4 of the work performed by the Administrator.

5 **PAGA Penalties**

6 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
7 Amount of \$20,000, which shall be allocated \$15,000 to the Labor & Workforce Development
8 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
9 Agreement pursuant to the PAGA and \$5,000 to be distributed to the Aggrieved Employees and
10 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
11 (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
12 the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
13 Periods. “Aggrieved Employees” are all individuals who are or previously were employed by
14 Defendant in California as a Premium Sales Consultant or a Senior Sales Consultant at any time
15 during the PAGA Period (June 19, 2019 through March 29, 2024), who did not sign a severance
16 agreement. Pursuant to Labor Code section 2699, subdivision (s), the LWDA was provided notice
17 of the Agreement and these settlement terms and has not indicated any objection thereto. The
18 Court finds the PAGA Penalties to be reasonable.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 15. The Class is certified for the purposes of settlement only. The Class is defined as
23 follows:

24 All individuals who are or previously were employed by Defendant in California as
25 a Premium Sales Consultant or a Senior Sales Consultant at any time during the Class
26 Period (November 24, 2016 through March 29, 2024), who did not sign a severance
agreement and who did not opt out of the Class Action.

27 All persons who meet the foregoing definition are members of the Class.

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
3 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
4 the Administrator no later than 14 business days after the Effective Date.

5 18. Class Counsel is awarded attorneys' fees in the amount of \$308,333 and costs in
6 the amount of \$60,257.34. Class Counsel shall not seek or obtain any other compensation or
7 reimbursement from Defendant, Plaintiff or members of the Class.

8 19. The payment of Class Representative Service Payment in the amount of \$10,000 to
9 the Plaintiff is approved.

10 20. The payment of \$4,450 to the Administrator for its fees and expenses is approved.

11 21. The PAGA Penalties of \$20,000 is approved and to be distributed in accordance
12 with the Agreement.

13 22. Pursuant to Labor Code section 2699(s), Class Counsel shall submit a copy of this
14 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

15 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
16 Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any
17 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
18 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
20 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
21 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
22 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
23 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
24 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
25 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
26 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
27 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
28

1 Claims and/or Released PAGA Claims.

2 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
3 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
4 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
5 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
6 to individual Class Members.

7 25. If the Agreement does not become final and effective in accordance with the terms
8 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
9 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
10 revert to their respective positions as of before entering into the Agreement, and expressly reserve
11 their respective rights regarding the prosecution and defense of this Action, including all available
12 defenses and affirmative defenses, and arguments that any claim in the Action could not be
13 certified as a class action and/or managed as a representative action.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiff, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Class Members, Aggrieved Employees and the LWDA will release claims
22 against all Released Parties as follows:

23 (a) All Class Members, on behalf of themselves and their respective former and
24 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
25 Released Parties from the Released Class Claims. The "Released Class Claims" are all claims
26 under state, federal, and local law that were or could have been asserted based on the facts and
27 allegations made in the Class Action during the Class Period for: (1) Failure to Provide Meal
28

1 Periods; (2) Failure to Provide Rest Periods; and (3) Failure to Provide Accurate Wage
2 Statements, as well as (4) Unfair Competition; (5) Failure to Provide Accurate Wage Statements;
3 and (6) Failure to Provide Wages Upon Termination to the extent they are based on the facts and
4 allegations made in the Class Action related to the first three claims. Except as expressly set forth
5 in the Agreement, Released Class Claims expressly exclude all other claims, including claims for
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
7 unemployment insurance, disability, social security, workers' compensation, and Class claims
8 based on facts occurring outside the Class Period.

9 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
10 of themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
12 The "Released PAGA Claims" are all claims for PAGA Penalties pursuant to Labor Code sections
13 2698, *et seq.* that were alleged or reasonably could have been alleged based on the facts and
14 allegations stated in the Operative Complaint and the PAGA Notice of the PAGA Action which
15 occurred during the PAGA Period. The Released PAGA Claims expressly exclude all other
16 claims, including Plaintiff's individual claims that are subject to a separate general release,
17 underlying non-PAGA wage and hour claims, claims for wrongful termination, discrimination,
18 unemployment insurance, disability and worker's compensation, and PAGA claims outside of the
19 PAGA Period.

20 (c) Plaintiff releases and discharges the Defendant and the Released Parties as
21 to the Plaintiff's Release, as set forth fully in paragraph 6.1 of the Agreement.

22 (d) As used herein, "Released Parties" are: Defendant and each of its former
23 and present parent companies, subsidiaries, divisions, concepts, related or affiliated companies,
24 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,
25 and any individual or entity which could be liable for any of the Released Class Claims and/or
26 Released PAGA Claims, respectively, and Defendant's counsel of record in the Action.

1 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
5 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 30. The Court hereby enters judgment in the entire Action as of the filing date of this
7 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
8 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
9 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
10 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

12
13 Dated: 01/22/2026



William F. Highberger / Judge

~~HON. CAROLYN B. KUHL~~
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA