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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GILDARDO MOTA STEVENS, an
individual, on behalf of himself and others
similarly situated,

PLAINTIFF,

v.

PURPLE EAGLE LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. MSC21-02204

[Case Assigned for All Purposes to Hon.
Charles S. Treat in Dept. 12]

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 19, 2023
Time: 9:00 a.m.
Dept.: 12

Complaint Filed: October 26, 2021
Trial Date: None Set

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

2 The above captioned Class Action is a class action lawsuit brought by Plaintiff
3 GILDARDO MOTA STEVEN (“Class Representative” or “Plaintiff”) against Defendant
4 PURPLE EAGLE LLC (“Defendant”). The Motion for Final Approval of Class Action Settlement
5 came before this Court, on October 19, 2023.

6 **WHEREAS**, the Court granted preliminary approval of the Class Action and PAGA
7 Agreement (“Agreement” or “Settlement”), attached to the concurrently-filed Declaration of Liane
8 Katzenstein Ly as Exhibit “1”, on July 6, 2023.

9 **WHEREAS**, Plaintiff has applied to the Court for an order granting final approval of the
10 Agreement.

11 **WHEREAS**, the Court’s October 19, 2023 Tentative Ruling (“TR”) reflecting its entire
12 ruling and other findings are incorporated herein. A true and correct copy of the Court’s TR is
13 attached hereto as Exhibit “1”.

14 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
15 Settlement and for entry of an Order of Final Approval and entry of final judgment thereon. The
16 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
17 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Liane
18 Katzenstein Ly; William Zev Abramson; and Jodey Lawrence of Phoenix Settlement
19 Administrators; and the supporting documents annexed thereto, now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

21 1. The Court has personal jurisdiction over all Settlement Class Members and that the
22 Court has subject matter jurisdiction to approve the Agreement;

23 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
24 in compliance with California Code of Civil Procedure, the California and United States
25 Constitutions (including the due process clauses), the California Rules of Court and any other
26 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
27 and is hereby finally approved in all respects.

28 3. The Parties are hereby directed to perform the terms of the Settlement as described

1 in the Agreement according to its terms and provisions.

2 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
3 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
4 and administrators, successors and assigns.

5 5. It is ordered that the Class is certified for settlement purposes only. The Court
6 finds that an ascertainable class exists and a well-defined community of interest exists in the
7 questions of law and fact involved because in the context of the Agreement: (i) there are questions
8 of law and fact common to the Settlement Class Members which, as to the Agreement and all
9 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
10 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
11 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
12 represented and protected the interest of the Settlement Class Members.

13 6. The Court finds that the Notice and notice methodology implemented pursuant to
14 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
15 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
16 pendency of the Class Action, their right to object to or exclude themselves from the proposed
17 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
18 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
19 met all applicable requirements of the California Code of Civil Procedure, the California and
20 United States Constitution (including the Due Process Clause), the California Rules of Court and
21 any other applicable law.

22 7. There is one (1) valid request for exclusion.

23 8. There are no objectors to the Agreement.

24 9. The Class is hereby made final. The Class is defined as:

25 "all individuals who are or were employed by Defendant as non-
26 exempt employees in California during the Class Period." (the
"Settlement Class Members" or "Settlement Class").

27 10. The "Class Period" is October 26, 2017 through March 25, 2023.

28 11. The Aggrieved Employees are defined as:

all individuals who were employed by Defendant as non-exempt employees in California during the PAGA Period. (“Aggrieved Employees” or “PAGA Members”).

12. The PAGA Period is October 26, 2020 through March 25, 2023.

13. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release, which provides:

“All claims arising out of or reasonably related to the allegations set forth in the Operative Complaint and/or PAGA notice to the LWDA that arose during the Class Period including, e.g., (a) any and all claims involving any alleged failure to pay wages; (b) failure to provide rest periods; (c) failure to reimburse expenses; (d) failure to provide accurate itemized wage statements; (e) failure to pay all wages due at termination; (f) unfair business practices; and all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.”

15. Pursuant to the Agreement, Plaintiff and each Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release:

“All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including any and all claims involving any alleged failure to (a) pay overtime and wages, (b) provide proper rest periods, (c) reimburse business expenses, (d) provide proper wage statements, (e) pay all wages due upon termination, and (e) engage in unfair business practices.”

16. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any

1 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
2 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
3 Members into a separate class for purposes of pursuing as a purported class action (including by
4 seeking to amend a pending complaint to include class allegations, or by seeking class certification
5 in a pending action) any lawsuit based on or relating to the Released Claims;

6 17. The Agreement provides that the Gross Settlement Amount is one million nine
7 hundred thousand dollars and zero cents (\$150,000.00). The Net Settlement Amount shall be
8 determined according to the terms of the Agreement.

9 18. The Court orders the calculations and the payments to be made and administered in
10 accordance with the terms of the Agreement.

11 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
12 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
13 Kingsley & Kingsley, APC and Abramson Labor Group as Class Counsel in the Class Action.

14 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
15 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
16 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$50,000.00 shall
17 be paid for attorney fees and \$15,000.00 shall be paid for litigation costs. Five percent (5%) of
18 the attorneys' fees are to be withheld by the Administrator pending satisfactory compliance as
19 found by the Court.

20 21. The unopposed application of Class Counsel for an enhancement payment to
21 Plaintiff is hereby granted. Of the Gross Settlement Amount, \$5,000.00 shall be allocated to Class
22 Representative Gildardo Mota Stevens as a Class Representative Service Payment.

23 22. The unopposed application of Class Counsel for claims administration fees to
24 Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount,
25 \$10,000.00 shall be paid for settlement administration fees.

26 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
27 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

28 24. The Court approves the PAGA penalties in the amount of \$10,000.00. The Court

1 approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development
2 Agency (“LWDA”) in the amount of \$7,500.00. The Court further directs that the remaining 25%
3 of the PAGA penalties, in the amount of \$2,500.00 shall be allocated to the Net Settlement Amount
4 for distribution to the Settlement Class Members.

5 25. If a Settlement Class Member does not cash his or her settlement check within 180
6 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of
7 California Office of the Controller in the name of the class member who did not cash his or her
8 settlement check.

9 26. Defendant shall have no further liability for costs, expenses, interest, attorneys’
10 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

11 27. The Court hereby grants and authorizes the Parties, without further approval from
12 the Court, to agree to and to adopt such amendments, modifications and expansions of this
13 Settlement and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
14 do not limit the rights of Settlement Class Members under the Settlement.

15 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
16 shall retain jurisdiction over the Class Action, the Parties, and the Class, as well as the
17 administration and enforcement of the terms of the Settlement of this action to enforce the terms
18 of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
19 continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
20 administration and enforcement of the Settlement. Any disputes or controversies arising with
21 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
22 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
23 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
24 of the Agreement.

25 29. This Final Order shall constitute a final judgment.

26 30. The Court hereby dismisses the action (including all individual claims and Released
27 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
28 the Agreement.

31. The above-entitled Court sets a compliance hearing for July 4, 2024 at 8:30 a.m. in Department 12. Plaintiff's Counsel shall file a compliance statement within seven (7) days prior to the Compliance hearing.

DATED: _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 30, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ann K. Smith
Sarkis A. Atoyan
**ATKINSON, ANDELSON,
LOYA, RUUD & ROMO**
12800 Center Court Driver South, Suite 300
Cerritos, CA 90703-9364
Sarkis.atoyan@aalrr.com
asmith@aalrr.com

ABRAMSON LABOR GROUP
William Zev Abramson
wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604

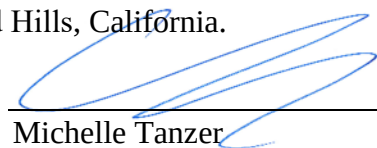
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 30, 2023, at Woodland Hills, California.


Michelle Tanzer