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2 **DE BLOUW LLP**

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12 Attorneys for Plaintiff

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

14 **IN AND FOR THE COUNTY OF SANTA CLARA**

15 TIANA SELL, an individual, on behalf of
16 herself and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 EBLOCK CORPORATION, a Corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No. 23CV409729

[Consolidated with Case No. 23CV410279]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 4, 2024

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated July 24 ,
2024 as adjusted by clerk email of July 24, 2024]

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: January 10, 2023

Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on December 9, 2024, 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
7 Dated: December 9, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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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 December 9, 2024, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8 X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
9 via electronic mail (via Case Anywhere) to counsel for Defendants at the following e-mail
address(es):

10 SEYFARTH SHAW LLP
11 Andrew M. McNaught
amcnaught@seyfarth.com
12 Robin Devaux
rdevaux@seyfarth.com
13 560 Mission Street, 31st Floor
San Francisco, California 94105
14 Telephone: (415) 397-2823
Facsimile: (415) 397-8549

15 Attorney For Defendant

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

18 I declare under penalty of perjury under the laws of the State of California that the above is
19 true and correct. Executed on December 9, 2024, at San Diego, California.

20
21 
22 Kyle Nordrehaug

EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
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11 Attorneys for Plaintiff

Filed
December 9, 2024
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV409729
By: rburciaga

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SANTA CLARA
14

15 TIANA SELL, an individual, on behalf of
16 herself and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 v.

20 EBLOCK CORPORATION, a Corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.
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CASE NO.: 23CV409729
[Consolidated with Case No. 23CV410279]

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

Hearing Date: December 4, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 10, 2023
Trial Date: Not set

1 The motion of Plaintiff Tiana Sell (“Plaintiff”) for an order finally approving the class
2 action settlement of this action between Plaintiff and Defendant EBlock Corporation
3 (“Defendant”) came on for hearing on December 4, 2024 before the Honorable Theodore C.
4 Zayner.

5 The Court confirms the tentative ruling as the final ruling and the motion is GRANTED, as
6 set forth below.

7 **I.**
8 **FINDINGS**

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

11 1. All terms used herein shall have the same meaning as defined in the Class Action
12 and PAGA Settlement Agreement (the “Agreement”).

13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
15 including the Class.

16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thirty-Two
18 Thousand Five Hundred Dollars (\$532,500) and the terms set forth in the Agreement are fair,
19 reasonable, and adequate.

20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

27 5. On July 24, 2024, the Court granted preliminary approval of the Agreement. At
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1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only. The Court also approved the form and method of the Class Notice, appointed Plaintiff as the
3 Class Representative, appointed Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
4 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevon G. Moran of Blumenthal
5 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class, and appointed ILYM Group
6 as the Administrator.

7 **Notice to the Class**

8 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
9 mailed by first class mail to members of the Class at their last known addresses on or about
10 September 5, 2024. Mailing of the Class Notice to their last known addresses was the best notice
11 practicable under the circumstances and was reasonably calculated to communicate actual notice
12 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
13 Members fully and accurately informed the Class Members of all material elements of the
14 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
15 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
16 fully with the laws of the State of California, the United States Constitution, due process and other
17 applicable law. The Class Notice fairly and adequately described the Settlement and provided
18 Class Members adequate instructions and a variety of means to obtain additional information.

19 7. The Response Deadline for opting out of the Class or submitting written objections
20 to the Settlement was November 4, 2024, which Response Deadline was extended by 14 days in
21 the event of a re-mailing. There was an adequate interval between notice and the deadline to
22 permit Class Members to choose what to do and act on their decision. A full opportunity has been
23 afforded to the Class Members to participate in this hearing, and all Class Members and other
24 persons wishing to be heard have been heard. Class Members also have had a full and fair
25 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
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1 exclusion in accordance with the Agreement are bound by the Settlement and this Final Approval
2 Order and Judgment.

3 **Fairness Of Settlement**

4 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
5 48 Cal.App.4th 1794, 1801 (1996).

6 a. The settlement was reached through arm's-length bargaining between the
7 parties during an all-day mediation before Michael Dickstein, a respected and experienced
8 mediator of wage and hour class actions. There has been no collusion between the parties in
9 reaching the proposed settlement.

10 b. Plaintiff's investigation and discovery have been sufficient to allow the
11 Court and counsel to act intelligently.

12 c. Counsel for both Parties are experienced in similar employment class action
13 litigation. All counsel recommended approval of the Agreement.

14 d. There were no objections received and no requests for exclusion were
15 received.

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

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

23 **Attorneys' Fees and Costs**

24 11. A Class Counsel Fees Payment award of \$177,550, and Class Counsel Litigation
25 Expenses Payment award of \$25,000 are reasonable, in light of the contingent nature of Class
26 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
27 The requested award has been supported by Class Counsel's lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that the Class
4 Representative Service Payment in the reduced amount of \$5,000 to the Plaintiff is reasonable in
5 light of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
6 bringing and prosecuting this matter on behalf of the Class, and for the execution of the release.

7 **Administration Expenses Payment**

8 13. The Administrator shall calculate and administer the payment to be made to the
9 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
10 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties,
11 issue any required tax reporting forms, calculate withholdings and perform the other remaining
12 duties set forth in the Agreement. The Administrator has documented \$7,990 for the
13 Administration Expenses Payment, and this amount is reasonable in light of the work performed
14 by the Administrator.

15 **PAGA Penalties**

16 14. The PAGA Penalties amount of \$15,000 is approved and shall be paid out of the
17 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
18 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay
21 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all
23 individuals who were employed by Defendant in California and classified as a non-exempt
24 employee at any time during the PAGA Period, which is November 21, 2021 through January 26,
25 2024. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be
26 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
27 of the Class Settlement.

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15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who timely submitted a valid request for exclusion (“opt out”) from the Class. There were no individuals who requested exclusion.

18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$177,550 and Class Counsel Litigation Expenses Payment in the amount of \$25,000. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

20. The payment of \$7,990 to the Administrator as the Administration Expenses Payment is approved.

22. A Participating Class Member must cash his or her Individual Class Payment check within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her

1 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
2 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
3 send the affected Participating Class Member and/or Aggrieved a reminder notice informing him
4 or her that unless the check is cashed in the next 60 days, it will expire and become non-
5 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
6 remains uncashed by the expiration of the 180 period, the funds from such uncashed checks shall
7 be paid to Interdisciplinary Center for Healthy Workplaces as the cy pres beneficiary.

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

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

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

8
9 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

10 26. The Court hereby enters final judgment in this case in accordance with the terms of
11 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

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

14 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
15 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
16 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
18 the distribution of settlement benefits.

19 29. The Parties are authorized to agree to and to adopt such amendments, modifications
20 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
21 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
22 under the Agreement, subject to Court approval.

23 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 31. As of the Effective Date and upon full finding of the Gross Settlement Amount and
26 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
27 Defendant, all Participating Class Members, on behalf of themselves and their respective former
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1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties (defined below) from the Released Class Claims. The “Released Class
3 Claims” are (i) all claims that were alleged, or reasonably could have been alleged during the
4 Class Period, based on the facts stated in the Operative Complaint, including: claims for (1) failure
5 to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or
6 pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in
7 lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment;
8 (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for
9 business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; and, (10) claims
10 for statutory penalties for violation of California Labor Code sections 201-204, 210, 218, 218.5,
11 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197,
12 1197.1, 1198, 2802. Participating Class Members do not release any other claims, including
13 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
14 Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims
15 based on facts occurring outside the Class Period. The “Released Parties” are Defendant and any
16 of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and
17 affiliates, as well as each of their past, present, and future officers, directors, employees, partners,
18 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity
19 which could be jointly liable with Defendant.

20 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
21 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
22 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
25 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
26 could have been alleged during the PAGA Period, based on the facts stated in the Operative
27 Complaint and the PAGA Notice including claims for (1) failure to pay minimum wages; (2)
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1 failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu
2 thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure
3 to timely pay final wages at the time of termination/end of employment; (6) failure to furnish
4 accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8)
5 unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the
6 Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218,
7 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
8 1195, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order. The Released
9 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
10 wrongful termination, discrimination, unemployment insurance, disability and worker's
11 compensation, and PAGA claims outside of the PAGA Period.

12 33. The Court sets a compliance hearing for August 6, 2025, at 2:30 p.m. in
13 Department 19. At least ten court days before the hearing, class counsel and the Administrator
14 shall submit a summary accounting of the net settlement fund identifying distributions made as
15 ordered herein, the number and value of any uncashed checks, amounts remitted to Defendant, the
16 status of any unresolved issues, and any other matters appropriate to bring to the court's attention.
17 Counsel may appear at the compliance hearing remotely.

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

19
20 Dated: December 6, 2024



21
22 HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA