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FILED
Superior Court of California
County of Los Angeles
10/06/2026
David W. Slayton, Executive Officer / Clerk of Court
By: I. Flores Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

EXCELLENT MCAFEE,

Plaintiff,

vs.

FOXBLOOD INC. dba MY VIOLET; and DOES 1 to 25, inclusive,

Defendant.

Case No.: 26STCV12120

[Assigned for all purposes to Honorable Wendy Chang, Judge]

AMENDED ~~[PROPOSED]~~ ORDER ON UNOPPOSED PAGA APPROVAL MOTION

Hearing Date: October 6, 2026
Time: 8:30 a.m.
Department: 410

Complaint Filed: April 15, 2026

Under Labor Code section 2699(l)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Excellent McAfee ("Plaintiff") for Approval of Settlement under PAGA came before this Court on August 13, 2026, and, following the Court's continuance of the hearing, on October 6, 2026.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the initial letter to the Labor Workforce and Development Agency "LWDA") dated July 22, 2025 (the "LWDA Letter"), on behalf of all current and former non-

exempt employees of Defendant from July 22, 2024 (one year before Plaintiff's initial PAGA notice) through March 20, 2026 (the mediation date).

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(l)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(l)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement, as amended by the Parties to conform to this Court's August 13, 2026 tentative ruling, and each of the releases and other terms, as fair, just, reasonable, and adequate;

3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order hereby releases and forever discharges Defendant and the Released Parties (as defined in the Settlement Agreement) from the Released PAGA Claims (as defined in the Settlement Agreement, as amended), which are limited to claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698, et seq., that were alleged, or reasonably could have been alleged, based on the facts contained in the Complaint and the PAGA Notice and that occurred during the PAGA Period.

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims and Released Parties. Furthermore, no individualized notice of entry of this Approval Order is required to be provided to the PAGA employees. Neither this Order nor the Judgment entered upon it effects a waiver of California Civil Code section 1542 or a release of unknown claims by Plaintiff or by any Aggrieved Employee, and nothing in this Order or that Judgment releases

or bars any individual or non-representative claim of any Aggrieved Employee for unpaid wages, statutory damages, restitution, interest, or any other non-PAGA relief.

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of Twenty Thousand Dollars and Zero Cents ($20,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($6,666.67); costs of One Thousand Eight Hundred Fifty-Seven Dollars and Twenty Cents ($1,857.20). The settlement administrator, Apex Class Action Administration requests administration costs of Two Thousand Four Hundred Ninety Dollars and Zero Cents ($2,490.00). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

a. $6,666.67 (1/3 of the GSA) in attorneys' fees to Harout Messrelian, Esq. of Messrelian Law Inc.;

b. $1,857.20 in attorney litigation costs to Harout Messrelian, Esq. of Messrelian Law Inc.;

c. $2,490.00 in PAGA Settlement Administrator costs to the Settlement Administrators (APEX Class Action Administration); and

d. After deducting the foregoing payments, the estimated remainder of approximately $8,986.13 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 65 percent ($5,840.98) to the LWDA, and the remaining 35 percent ($3,145.15) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement

Agreement. The Court approves these payments and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement.

7. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

8. The Court appoints Apex Class Action Administration as the Settlement Administrator. As express conditions of its appointment, and consistent with paragraph 7.4 of the Settlement Agreement as amended, the Settlement Administrator shall: (a) maintain commercially reasonable administrative, technical, and physical safeguards to protect the Aggrieved Employee Data, including encryption of that data in transit and at rest and role-based access controls limiting access to those personnel who require access in order to perform under the Settlement Agreement; (b) maintain in force throughout the administration, and provide written evidence to PAGA Counsel and Defense Counsel of, cyber liability and data breach insurance and fidelity, crime, or errors-and-omissions coverage for defalcation of funds or other misfeasance; (c) give written notice to PAGA Counsel, Defense Counsel, and this Court within five (5) business days of discovering any actual or suspected breach of the Aggrieved Employee Data, in addition to any notice required by Civil Code sections 1798.29 and 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual limitation of liability or indemnity provision that would bar recovery for a breach of the Aggrieved Employee Data or a defalcation of Settlement funds; and (e) no later than 90 days after it discharges its obligation to pay out all Settlement funds, destroy all paper and electronic versions of the Aggrieved Employee Data in its possession, custody, or control, or return them to Defendant upon Defendant's written request, and certify that destruction or return in writing to PAGA Counsel and Defense Counsel, unless continued retention is required by applicable law or by order of the Court. These conditions survive completion of the administration, and the Court retains jurisdiction to enforce them.

9. Judgment shall be entered in accordance with this Order. Within ten (10) calendar days after entry of Judgment, PAGA Counsel shall submit a copy of this Order and the Judgment to the LWDA as required by Labor Code section 2699, subdivisions (l)(2)-(3).

IT IS SO ORDERED.

Date: 10/06/2026, 2026

Wendy Chang / Judge

Honorable Wendy Chang
Judge of the Los Angeles Superior Court