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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 EXCELLENT MCAFEE,
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12 Plaintiff,

13 vs.

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

16 Defendant.
17

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

20 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"),
21 the Motion of Plaintiff Excellent McAfee ("Plaintiff") for Approval of Settlement under PAGA
22 came before this Court on August 13, 2026, and, following the Court's continuance of the
23 hearing, on October 6, 2026.

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

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

3 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
4 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).

5 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
6 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
7 considered the papers filed in support of the proposed settlement and the arguments of counsel,
8 and good cause appearing, HEREBY ORDERS AS FOLLOWS:

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

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

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

21 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
22 State of California and shall bar any claim under PAGA brought by any person, including the
23 Aggrieved Employees, on behalf of the State of California, as to the PAGA Released Claims
24 and Released Parties. Furthermore, no individualized notice of entry of this Approval Order is
25 required to be provided to the PAGA employees. Neither this Order nor the Judgment entered
26 upon it effects a waiver of California Civil Code section 1542 or a release of unknown claims
27 by Plaintiff or by any Aggrieved Employee, and nothing in this Order or that Judgment releases
28

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

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

5 6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
6 Twenty Thousand Dollars and Zero Cents (\$20,000.00) (the "Gross Settlement Amount"). The
7 Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
8 Attorney's Fees and Costs, and PAGA settlement administration costs. No portion of the Gross
9 Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of
10 attorney's fees of Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
11 (\$6,666.67); costs of One Thousand Eight Hundred Fifty-Seven Dollars and Twenty Cents
12 (\$1,857.20). The settlement administrator, Apex Class Action Administration requests
13 administration costs of Two Thousand Four Hundred Ninety Dollars and Zero Cents
14 (\$2,490.00). Defendant does not oppose these requests. The Court finds the Gross Settlement
15 Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
16 Settlement Administrator to make the above payments to payments from the Gross Settlement
17 Amount as follows:

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

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

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

24 d. After deducting the foregoing payments, the estimated remainder of
25 approximately \$8,986.13 shall form the Net Settlement Amount ("NSA").

26 Pursuant to Labor Code section 2699(i), the NSA will then be distributed 65
27 percent (\$5,840.98) to the LWDA, and the remaining 35 percent (\$3,145.15) to
28 the Aggrieved Employees on a pro rata basis, as set forth in the Settlement

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

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

8 8. The Court appoints Apex Class Action Administration as the Settlement Administrator.
9 As express conditions of its appointment, and consistent with paragraph 7.4 of the Settlement
10 Agreement as amended, the Settlement Administrator shall: (a) maintain commercially
11 reasonable administrative, technical, and physical safeguards to protect the Aggrieved
12 Employee Data, including encryption of that data in transit and at rest and role-based access
13 controls limiting access to those personnel who require access in order to perform under the
14 Settlement Agreement; (b) maintain in force throughout the administration, and provide written
15 evidence to PAGA Counsel and Defense Counsel of, cyber liability and data breach insurance
16 and fidelity, crime, or errors-and-omissions coverage for defalcation of funds or other
17 misfeasance; (c) give written notice to PAGA Counsel, Defense Counsel, and this Court within
18 five (5) business days of discovering any actual or suspected breach of the Aggrieved
19 Employee Data, in addition to any notice required by Civil Code sections 1798.29 and
20 1798.82; (d) not assert, as against any Aggrieved Employee or the LWDA, any contractual
21 limitation of liability or indemnity provision that would bar recovery for a breach of the
22 Aggrieved Employee Data or a defalcation of Settlement funds; and (e) no later than 90 days
23 after it discharges its obligation to pay out all Settlement funds, destroy all paper and electronic
24 versions of the Aggrieved Employee Data in its possession, custody, or control, or return them
25 to Defendant upon Defendant's written request, and certify that destruction or return in writing
26 to PAGA Counsel and Defense Counsel, unless continued retention is required by applicable
27 law or by order of the Court. These conditions survive completion of the administration, and
28 the Court retains jurisdiction to enforce them.

1 9. Judgment shall be entered in accordance with this Order. Within ten (10) calendar days
2 after entry of Judgment, PAGA Counsel shall submit a copy of this Order and the Judgment to
3 the LWDA as required by Labor Code section 2699, subdivisions (1)(2)-(3).
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5 **IT IS SO ORDERED.**
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7 Date: _____, 2026

Honorable Wendy Chang
Judge of the Los Angeles Superior Court
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