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FILED
Superior Court of California
County of Los Angeles
01/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

Attorneys for Plaintiffs and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAMES SARAMI, DOUGLAS STUMVOLL;
ANDREY TARASOV, as individuals, on
behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

TEND EXCHANGE SUBSIDIARY, LLC;
TEND EXCHANGE & DELAWARE
TENDER STAFFING, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 23STCV02139

[Case Assigned for All Purposes to Hon.
William F. Highberger in Dept. 10]

**~~PROPOSED~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: January 12, 2026
Time: 2:30 PM
Dept.: 10

Complaint Filed: January 31, 2023
Trial Date: None Set

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

2 The above captioned Action is a class and representative action lawsuit brought by
3 Plaintiffs DOUGLAS STUMVOLL and ANDREY TARASOV (“Class Representatives” or
4 “Plaintiffs”) against Defendants TEND EXCHANGE SUBSIDIARY, LLC; TEND EXCHANGE,
5 INC. & DELAWARE TENDER STAFFING, LLC (“Defendants”). The Motion for Final
6 Approval of Class Action Settlement came before this Court, on January 12, 2026.

7 **WHEREAS**, Judge William F. Highberger granted preliminary approval of the Class
8 Action and PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed
9 Declaration of Kelsey M. Szamet as Exhibit “1”, on May 9, 2025.

10 **WHEREAS**, Plaintiffs Douglas Stumvoll and Andrey Tarasov have applied to the Court
11 for an order granting final approval of the Agreement.

12 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
13 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
14 Court having read and considered Plaintiffs’ Motion for Final Approval of Class Action
15 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
16 Szamet, Douglas Stumvoll, Andrey Tarasov, and Karla Nava of Apex Class Action LLC; and the
17 supporting documents annexed thereto, now finds:

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

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

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

26 3. The Parties are hereby directed to perform the terms of the Settlement as described
27 in the Agreement according to its terms and provisions.
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1 4. The Agreement is binding on Plaintiffs and all other Settlement Class Members,
2 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors
3 and administrators, successors and assigns.

4 5. There are zero (0) valid requests for exclusion.

5 6. There are no objectors to the Agreement.

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

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

23 9. The Class is hereby made final. The Class is defined as: "all current and former
24 non- exempt California employees or 1099 workers of Defendants between July 31, 2020, and
25 December 31, 2023" ("Class Members" or "Class")

26 10. The "Class Period" is July 31, 2020, through December 31, 2023.

27 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
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defined as: “all current and former non-exempt California employees or 1099 workers of Defendants between January 31, 2022 and December 31, 2023.” (“Aggrieved Employees”)

12. The “PAGA Period” is January 31, 2022 through December 31, 2023.

13. The Agreement is not an admission by Defendants, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendants. 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 Defendants.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiffs and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief: (1) failure to pay wages and/or overtime; (2) failure to provide meal breaks and rest breaks; (3) failure to reimburse expenses; (4) failure to maintain and provide compliant and/or timely wage statement; (5) failure to timely pay all wages owed upon termination of employment; and (6) all damages, penalties, interest and other amounts recoverable under said causes of action or primary rights, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the "Released Claims"). The Release shall cover the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.”

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiffs and each Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides: “all claims for PAGA penalties

1 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
2 in the Operative Complaint, and the three PAGA Notices as ascertained in the course of the Action
3 including (1) failure to pay wages and/or overtime; (2) failure to provide meal breaks and rest
4 breaks; (3) failure to reimburse expenses; (4) failure to maintain and provide compliant and/or
5 timely wage statement; (5) failure to timely pay all wages owed upon termination of employment;
6 (6) intentional misclassification; and (7) all damages, penalties, interest and other amounts
7 recoverable under said causes of action or primary rights, to the extent permissible, including but
8 not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair
9 Competition Law as to the facts alleged in the Action (collectively, the "Released PAGA Claims").
10 The Released PAGA Claims shall cover the PAGA Period.”

11 16. Plaintiffs and all Settlement Class Members who have not been timely and properly
12 excluded from the Class, and any person acting on their behalf, are permanently barred and
13 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
14 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
15 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
16 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
17 Members into a separate class for purposes of pursuing as a purported class action (including by
18 seeking to amend a pending complaint to include class allegations, or by seeking class certification
19 in a pending action) any lawsuit based on or relating to the Released Claims;

20 17. The Agreement provides that the Gross Settlement Amount is one million four-
21 hundred and fifteen thousand eight hundred and fifty dollars and zero cents (\$1,415,850.00). The
22 Net Settlement Amount is eight hundred two thousand one hundred and four dollars and forty-four
23 cents (\$802,104.44).

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

26 19. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
27 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
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1 Kingsley Szamet Employment Lawyers as Class Counsel in the Action.

2 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
3 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
4 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$471,950.00
5 shall be paid for attorney fees and \$13,405.56 shall be paid for litigation costs.

6 21. The unopposed application of Class Counsel for an enhancement payment to
7 Plaintiffs is hereby granted. Of the Gross Settlement Amount, a \$15,000.00 cumulative Class
8 Representative Enhancement Payment shall be allocated to Class Representatives Douglas
9 Stumvoll and Andrey Tarasov in the amount of \$7,500.00 each.

10 22. The unopposed application of Class Counsel for claims administration fees to Apex
11 Class Action LLC is hereby granted. Of the Gross Settlement Amount, \$73,390.00 shall be paid
12 for settlement administration fees.

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

15 24. The Court approves the PAGA Penalties in the amount of \$40,000.00. The Court
16 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
17 Agency ("LWDA") in the amount of \$30,000.00. The Court further directs that the remaining
18 25% of the PAGA Penalties, in the amount of \$10,000.00 shall be allocated to the Net Settlement
19 Amount for distribution to the Settlement Class Members.

20 25. If a Settlement Class Member does not cash his or her settlement check by the void
21 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
22 of the Controller in the name of the class member who did not cash his or her Individual Class
23 Payment check.

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

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

3 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
4 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
5 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
6 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
7 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
8 Settlement. Any disputes or controversies arising with respect to the interpretation,
9 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
10 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
11 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

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

13
14 **DATED:** 01/27/2026



W.F. Highberger

William F. Highberger / Judge

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 January 23, 2026, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

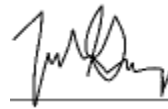
OGLETREE DEAKINS Isabella B. Urrea Isbella.urrea@ogletree.com Alexander M. Chemers Zander.chemers@ogletreedeakins.com Sally I. Navarrete Sally.navarrete@ogletreedeakins.com Jenny Carmona Jenny.carmona@ogletreedeakins.com 400 South Hope Street, Suite 1200 Los Angeles, CA 90071	COZEN O'CONNOR Ethan Chernin echernin@cozen.com Michael Crossey mcrossey@cozen.com Michele B. Miller mbmiller@cozen.com 601 S. Figueroa St., Suite 3700 Los Angeles, CA 90017
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[XX] 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/271>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

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

Executed on January 23, 2026, at West Hollywood, California.



Taylor Gregg

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